

This management information circular and the accompanying materials require your immediate attention. If you are in doubt as to how to deal with these documents or the matters to which they refer, please consult a professional advisor. If you have any questions or require more information with respect to the procedures for voting, please contact Computershare Investor Services Inc. by phone at: at 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at corporateactions@computershare.com.



**ARRANGEMENT INVOLVING
JOSEMARIA RESOURCES INC.
and
LUNDIN MINING CORPORATION**

**NOTICE AND MANAGEMENT INFORMATION CIRCULAR FOR
THE SPECIAL MEETING OF SECURITYHOLDERS
OF JOSEMARIA RESOURCES INC.
TO BE HELD 10:00 A.M. (VANCOUVER TIME) ON APRIL 21, 2022
ONLINE AT:
[MEETNOW.GLOBAL/MG2RP2J](https://meetnow.global/mg2rp2j)**

**The Board of Directors unanimously recommends that Securityholders vote
FOR
the Arrangement Resolution**

TAKE ACTION AND VOTE TODAY

March 16, 2022



Letter to Securityholders

March 16, 2022

Dear Securityholders:

The Board of Directors (the “**Board**”) of Josemaria Resources Inc. (the “**Company**” or “**Josemaria Resources**”) invites you to attend the special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares of the Company (the “**Josemaria Shares**”) and the holders of stock options of the Company (the “**Optionholders**”, and collectively with the Shareholders, the “**Securityholders**”) to be held virtually on April 21, 2022 at 10:00 a.m. (Vancouver time) at meetnow.global/MG2RP2J.

At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, pass a special resolution (the “**Arrangement Resolution**”) approving an arrangement (the “**Arrangement**”) with Lundin Mining Corporation (the “**Purchaser**” or “**Lundin Mining**”) pursuant to a statutory plan of arrangement (the “**Plan of Arrangement**”) under section 192 of the *Canada Business Corporations Act* (“**CBCA**”) whereby Lundin Mining will, among other things, acquire all of the issued and outstanding Josemaria Shares. As a result of the Plan of Arrangement, Josemaria Resources will become a wholly-owned subsidiary of Lundin Mining.

Under the terms of the Arrangement Agreement, which was negotiated at arm’s length, each Shareholder (other than those Shareholders validly exercising their dissent rights and Lundin Mining and any of its subsidiaries) will receive as consideration for such Shareholder’s Josemaria Shares, at such Shareholder’s election, on the closing of the Arrangement:

- (i) \$1.60 in cash for each Josemaria Share held (the “**Cash Consideration**”), or
- (ii) 0.1487 of a common share in the capital of Lundin Mining (each whole common share, a “**Lundin Mining Share**”) for each Josemaria Share held (the “**Share Consideration**”), plus for each whole Lundin Mining Share issued to such Shareholder, \$0.11 in cash will also be paid to such Shareholder (the “**Share Consideration Cash Payment**”), or
- (iii) any combination thereof.

The Cash Consideration and Share Consideration (together, the “**Consideration**”) is subject, in each case, to pro-rata based on a maximum cash consideration of approximately \$183 million (the “**Maximum Cash Consideration**”) and a maximum of approximately 39.7 million Lundin Mining Shares to be issued pursuant to the Plan of Arrangement, subject to adjustment in accordance with the Plan of Arrangement. The Shareholders who do not make an election or a valid election will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each Josemaria Share held, subject to pro-rata. The Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration.

Each outstanding stock option of the Company (a “**Josemaria Option**”) will, pursuant to the Plan of Arrangement, immediately vest and be exchanged for a fully-vested option (a “**Replacement Option**”) to acquire from Lundin Mining the number of Lundin Mining Shares equal to the product of: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option, multiplied by (B) 0.1487 (the “**Exchange Ratio**”), rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out above, the terms of each Josemaria Option shall be the same as the terms of the Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time.

Optionholders who intend to exercise vested Josemaria Options in advance of the Effective Date (as defined in the accompanying management information circular (the “**Circular**”)) are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Optionholders who validly exercise their vested Josemaria Options for Josemaria Shares following the Election Deadline (as defined below), or who validly exercise

their vested Josemaria Options for Josemaria Shares prior to the Election Deadline but do not otherwise make a valid election prior to the Election Deadline, will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each such Josemaria Share held, subject to pro-ratio.

The Consideration represents a premium of 31% and 29% to the closing price and the 10-day volume weighted average price, respectively, of Josemaria Shares on the Toronto Stock Exchange for the period ending December 17, 2021. If consummated, the Arrangement would result in the Shareholders owning up to approximately 5% of the Lundin Mining Shares outstanding on a non-diluted basis.

Full details of the Arrangement are set out in the Circular. The Circular describes the Arrangement and includes certain additional information to assist you in considering how to vote on the Arrangement Resolution, including certain risk factors relating to the completion of the Arrangement. You should carefully review and consider all of the information in the Circular. If you require assistance, consult your financial, legal, tax or other professional advisor.

The Arrangement is subject to customary closing conditions for a transaction of this nature, including, among other things, approval by the Securityholders, relevant stock exchange approvals and court approval. The Arrangement will not proceed if such approvals are not obtained.

In order to become effective, the Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast by Shareholders present in person (virtually) or represented by proxy at the Meeting; and (ii) 66⅔% of the votes cast by Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting.

The Board, based on its considerations and investigations, including a thorough review of the arrangement agreement dated December 19, 2021, between the Company and the Purchaser (the “**Arrangement Agreement**”), the fairness opinion of BMO Nesbitt Burns Inc. (“**BMO Capital Markets**”) (which such opinion is to the effect that, as of the date of the Arrangement Agreement and subject to the assumptions, limitations and qualifications therein, the Consideration to be received by the Shareholders is fair, from a financial point of view, to the Shareholders) and other relevant matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors and having received and reviewed the report of the Special Committee and its own deliberations has (subject to a director declaring his interest and abstaining from voting on the matter) unanimously determined that the Arrangement is fair to the Shareholders, that the Arrangement, and the entering into of the Arrangement Agreement, are in the best interests of the Company, and has unanimously approved the Arrangement and recommends that the Securityholders vote **FOR** the Arrangement. In making their recommendations, the Board considered a number of factors as described in the Circular under the heading “*The Arrangement – Reasons for the Arrangement*”.

Each of the directors and senior officers of the Company, as well as certain significant Shareholders, have entered into a voting and support agreement with the Purchaser pursuant to which they have agreed to, among other things, vote, or cause to be voted, all of the securities of the Company held or controlled by them in favour of the Arrangement Resolution. Shareholders holding approximately 42% of the outstanding Josemaria Shares and 73.50% of the outstanding Josemaria Options have entered into voting and support agreements with the Purchaser.

If the Securityholders approve the Arrangement, it is currently anticipated that the Arrangement will be completed on or about April 28, 2022, subject to obtaining Court approval and certain regulatory approvals, as well as the satisfaction or waiver of other conditions contained in the Arrangement Agreement.

YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF JOSEMARIA SHARES AND/OR JOSEMARIA OPTIONS YOU OWN.

The close of business (Vancouver time) on March 10, 2022 is the record date (“**Record Date**”) for the determination of Securityholders that will be entitled to receive notice of and vote at the Meeting, and any adjournment or postponement of the Meeting.

Non-registered Shareholders who have not duly appointed themselves as proxyholder may, at the discretion of the chair of the Meeting, be able to attend the Meeting as guests, but will not be able to vote at the Meeting.

Securityholders are requested to read the enclosed Circular and are requested to date and sign the enclosed proxy form promptly, as applicable, and return it in the self-addressed envelope enclosed for that purpose or by any of the other methods indicated in the proxy form or voting instruction form (“VIF”), as applicable. Registered Shareholders (“**Registered Shareholders**”) and Optionholders may vote by mail or on the internet. Pursuant to the interim order of the Supreme Court of British Columbia dated March 10, 2022 (the “**Interim Order**”), proxies, to be used at the Meeting, must be received by Computershare Investor Services Inc. by no later than 10:00 am (Vancouver time) on April 19, 2022 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and holidays). To vote online at www.investorvote.com, you will need to enter your 15-digit control number (located on the bottom left corner of the first page of the form of proxy) to identify yourself as a Registered Shareholder or Optionholder on the voting website. Alternatively, a proxy can be submitted to Computershare Investor Services Inc. either by mail or courier, to 100 University Ave, 8th Floor Toronto, Ontario M5J 2Y1. If a Registered Shareholder or an Optionholder receives more than one proxy form because such Shareholder or Optionholder owns securities of the Company registered in different names or addresses, each proxy form needs to be completed and returned or voted online.

If your Josemaria Shares are not registered in your name but are held through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, please complete and return the request for form of proxy or VIF in accordance with the instructions provided to you by your broker or such other intermediary. In such instance, the Shareholder will receive the Cash Consideration and/or Share Consideration (together with the applicable Share Consideration Cash Payment) through the intermediary.

Out of an abundance of caution and to continue to deal with the unprecedented health impact of coronavirus disease (“**COVID-19**”) and mitigate risks to the health and safety of our communities, Securityholders, employees and other stakeholders, we will hold our Meeting in a virtual only format, which will be conducted via live audio webcast. Securityholders will have an equal opportunity to participate at the Meeting virtually regardless of their geographic location. We strongly urge you to vote by proxy in advance of the Meeting and to listen to the Meeting online. Registered Shareholders, Optionholders or proxyholders representing Registered Shareholders or Optionholders participating in the Meeting virtually will be considered to be present in person at the Meeting for the purposes of determining quorum. The Meeting will be held in a virtual only format, which will be conducted via a live audio webcast at meetnow.global/MG2RP2J.

A Securityholder who wishes to appoint a person other than the management nominees identified on the form of proxy or VIF, as applicable, to represent him, her or it at the Meeting may do so by inserting such person's name in the blank space provided in the form of proxy or VIF, as applicable, and following the instructions for submitting such form of proxy or VIF, as applicable. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy (or proxies) or VIF. **If you wish that a person other than the management nominees identified on the form of proxy or VIF attend and participate at the Meeting as your proxy and vote your securities, including if you are not a registered Shareholder and wish to appoint yourself as proxyholder to attend, participate and vote at the Meeting, you MUST (1) submit your form of proxy (or proxies) or VIF, as applicable, AND (2) thereafter, register such proxyholder, all in accordance with the instructions set out in the Circular.** If submitting a proxy, or appointing a person other than the management nominees identified, you must return your proxy in accordance with the instructions set out in the Circular and also go to <http://www.computershare.com/Josemaria> and provide Computershare with the name and email address of the person you are appointing by 10:00 a.m. (Vancouver Time) on April 19, 2022. Computershare will use this information only to provide the appointee with an invite code to gain entry to the online Meeting.

Registered Shareholders and Optionholders of record and proxyholders representing Registered Shareholders or Optionholders participating in the Meeting will be able to access the Meeting through a live audio webcast, which requires internet connectivity, and they may not be able to vote in person at the Meeting without a video stream, as the Company's scrutineer must take steps to verify the identity of Registered Shareholder or Optionholder or proxyholders representing Registered Shareholders or Optionholders using the video features.

If you are a Registered Shareholder (other than Dissenting Shareholders (as defined in the Circular)), in order to make your election to receive the Cash Consideration or the Share Consideration subject to pro-ration and adjustment in accordance with the Arrangement Agreement, you must submit the enclosed letter of transmittal (the “**Letter of Transmittal**”), including the certificates or direct registration system advices (“**DRS Advices**”) representing the Josemaria Shares to Computershare Investor Services Inc. (the “**Depository**”).

You must submit your Letter of Transmittal by 4:30 p.m. (Vancouver time) at the place of deposit with the Depository (the “**Election Deadline**”) on April 19, 2022 (the “**Election Date**”), or if you hold Josemaria Shares through Euroclear Sweden (“**Euroclear Holders**”), the Election Deadline is April 13, 2022 (see “*Shareholders Through Euroclear Sweden*” and “*The Arrangement — Exchange of Josemaria Resources Securities – Elections and Procedure*” in the accompanying Circular for more information relating to Euroclear Holders). If after the Letter of Transmittal has been mailed, the Company and the Purchaser determine that the Effective Date is not reasonably likely to occur by the tenth Business Day after the initial Election Date, a new Election Date will be determined which the Company and the Purchaser expect to be not more than ten Business Days before the Effective Date. If a new Election Date is determined, at least five days notice of the new Election Date will be published (in The Globe and Mail, national edition, or any other English language daily newspaper of general circulation in Canada). **To make a valid election as to the Consideration that you wish to receive under the Arrangement (subject to pro-ration), you must sign and return a Letter of Transmittal and return it with accompanying Josemaria Share certificate(s) or DRS Advice(s), if applicable, to the Depository prior to the Election Deadline.** If you are a Euroclear Holder, please see “*Shareholders Through Euroclear Sweden*” and “*The Arrangement – Exchange of Josemaria Resources Securities – Elections and Procedure*” in the accompanying Circular for information relating to the Euroclear election deadline applicable to you.

Please refer to the enclosed Circular and the Letter of Transmittal for additional information. The determination of the Depository as to whether elections have been properly made or revoked and when elections and revocations were received by it will be binding. **SHAREHOLDERS WHO DO NOT MAKE A SPECIFIC ELECTION PRIOR TO THE ELECTION DEADLINE, OR FOR WHOM THE DEPOSITARY DETERMINES THAT THEIR ELECTION WAS NOT PROPERLY MADE WITH RESPECT TO ANY JOSEMARIA SHARES, WILL BE DEEMED TO HAVE ELECTED TO RECEIVE THE SHARE CONSIDERATION (TOGETHER WITH THE APPLICABLE SHARE CONSIDERATION CASH PAYMENT) IN RESPECT OF EACH JOSEMARIA SHARE, SUBJECT TO PRO-RATION.**

Shareholders whose Josemaria Shares are registered in the name of a broker, investment dealer or other intermediary should contact that broker, investment dealer or other intermediary for instructions and assistance in delivery of the share certificate(s) or DRS Advice(s), representing those Josemaria Shares and making an election with respect to the form of Consideration they wish to receive. If you are a Registered Shareholder, we encourage you to complete, sign, date and return the enclosed Letter of Transmittal in accordance with the instructions set out therein and in the Circular, together with your share certificate(s) or DRS Advice(s) representing your Josemaria Shares to the Depository at the address specified in the Letter of Transmittal.

If you have any questions or need additional information, you should consult your financial, legal, tax or other professional advisor.

On behalf of the Company, I thank all Securityholders for their continued support and we look forward to receiving your endorsement for this transaction at the Meeting.

Sincerely,

/s/ “Adam I. Lundin”

Adam I. Lundin
President, Chief Executive Officer and Director



NOTICE OF SPECIAL MEETING OF SECURITYHOLDERS

NOTICE IS HEREBY GIVEN that a Special Meeting (the “**Meeting**”) of holders (the “**Shareholders**”) of common shares (“**Josemaria Shares**”) and holders of stock options (“**Josemaria Options**”, the holders of which are the “**Optionholders**” and collectively with the Shareholders, the “**Securityholders**”) of Josemaria Resources Inc. (the “**Company**” or “**Josemaria Resources**”) will be held virtually at meetnow.global/MG2RP2J on April 21, 2022 at 10:00 a.m. (Vancouver time), for the following purposes:

1. to consider, in accordance with the interim order of the Supreme Court of British Columbia dated March 10, 2022 (the “**Interim Order**”), and, if deemed acceptable, to pass, with or without variation, a special resolution (the “**Arrangement Resolution**”) approving a statutory plan of arrangement (the “**Plan of Arrangement**”) under section 192 of the *Canada Business Corporations Act* (“**CBCA**”) pursuant to which Lundin Mining Corporation (the “**Purchaser**” or “**Lundin Mining**”) will, among other things, acquire all of the issued and outstanding Josemaria Shares, the full text of which is set forth in Appendix A to the accompanying management information circular (“**Circular**”); and
2. to transact such further or other business as may properly come before the Meeting and any adjournments or postponements thereof.

The board of directors of the Company unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.

Pursuant to the Interim Order, the record date is March 10, 2022 (the “**Record Date**”) for determining Securityholders who are entitled to receive notice of and to vote at the Meeting. Only registered Shareholders (“**Registered Shareholders**”) and Optionholders as of March 10, 2022, are entitled to receive notice of the Meeting (“**Notice of Meeting**”) and to vote at the Meeting. This Notice of Meeting is accompanied by the Circular, an applicable form of proxy and a Letter of Transmittal for Registered Shareholders (the “**Letter of Transmittal**”).

Each Josemaria Share entitled to be voted at the Meeting will entitle the holder to one vote at the Meeting and each Josemaria Option entitled to be voted at the Meeting will entitle the holder to one vote for every Josemaria Share into which your Josemaria Options may be converted. In order to become effective, the Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast by Shareholders present in person (virtually) or represented by proxy at the Meeting; and (ii) 66⅔% of the votes cast by Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting.

Out of an abundance of caution and to continue to deal with the unprecedented health impact of coronavirus disease (“**COVID-19**”) and mitigate risks to the health and safety of our communities, Securityholders, employees and other stakeholders, we will hold our Meeting in a virtual only format, which will be conducted via live audio webcast. Securityholders will have an equal opportunity to participate at the Meeting virtually regardless of their geographic location. Registered Shareholders, Optionholders and duly appointed proxyholders can attend the Meeting virtually at meetnow.global/MG2RP2J.

Non-registered Shareholders who have not duly appointed themselves as proxyholder will, at the discretion of the chair of the Meeting, be able to attend the Meeting as guests, but will not be able to vote at the Meeting.

Registered Shareholders and Optionholders are requested to read the enclosed Circular and are requested to date and sign the enclosed proxy form promptly, as applicable, and return it in the self-addressed envelope enclosed for that purpose or by any of the other methods indicated in the proxy form. Registered Shareholders and Optionholders may vote by mail or on the internet. Pursuant to the Interim Order, proxies, to be used at the Meeting, must be received by Computershare Investor Services Inc. by no later than 10:00 a.m. (Vancouver time) on April 19, 2022 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and holidays). To vote online at www.investorvote.com, you will need to enter your 15-digit control number (located on the bottom left corner of the first page of the form of proxy) to identify yourself as a Registered Shareholder or Optionholder on the voting website. Alternatively, a proxy can be submitted to Computershare Investor Services Inc. either by mail or courier, to 100 University Ave, 8th Floor Toronto, Ontario M5J 2Y1. If a Registered Shareholder or Optionholder receives more than one proxy form because such Registered Shareholder or Optionholder owns securities of the Company registered in different names or addresses, each proxy form needs to be completed and returned or voted online.

If your Josemaria Shares are not registered in your name but are held through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, please complete and return the request for voting instructions in accordance with the instructions provided to you by your broker or such other intermediary. Failure to do so may result in such securities not being voted at the Meeting. In such instance, the Shareholder will receive the consideration to which they are entitled under the Arrangement (the “**Consideration**”) through the intermediary.

A Securityholder who wishes to appoint a person other than the management nominees identified on the form of proxy or voting instruction form (“**VIF**”), as applicable, to represent him, her or it at the Meeting may do so by inserting such person’s name in the blank space provided in the form of proxy or VIF, as applicable, and following the instructions for submitting such form of proxy or VIF, as applicable. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy (or proxies) or VIF. **If you wish that a person other than the management nominees identified on the form of proxy or VIF attend and participate at the Meeting as your proxy and vote your securities, including if you are not a registered Shareholder and wish to appoint yourself as proxyholder to attend, participate and vote at the Meeting, you MUST (1) submit your form of proxy (or proxies) or VIF, as applicable, AND (2) thereafter, register such proxyholder, all in accordance with the instructions set out in the Circular.** If submitting a proxy, appointing a person other than the management nominees identified, you must return your proxy in accordance with the instructions set out in the Circular and also go to <http://www.computershare.com/Josemaria> and provide Computershare with the name and email address of the person you are appointing by 10:00 a.m. (Vancouver Time) on April 19, 2022. Computershare will use this information only to provide the appointee with an invite code to gain entry to the online Meeting.

If you are a Registered Shareholder who is not a Dissenting Shareholder (as defined in the Circular), please complete the Letter of Transmittal in accordance with the instructions included therein, sign, date and return it to the depositary, Computershare Investor Services Inc. (the “**Depositary**”), in the envelope provided, together with the certificates or the direct registration system advices (“**DRS Advices**”) representing your Josemaria Shares and any other required documents. If you are sending certificates, it is recommended that you send them by registered mail. The Letter of Transmittal contains complete instructions on how to exchange your Josemaria Shares for the Consideration. You will not receive your Consideration until after the Arrangement is completed and you have returned your properly completed documents, including each applicable Letter of Transmittal, and the certificate(s) or DRS Advice(s) representing your Josemaria Shares to the Depositary.

Pursuant to the Interim Order, Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Josemaria Shares in accordance with the provisions of Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. A Registered Shareholder wishing to exercise rights of dissent with respect to the Arrangement must send to the Company a written objection to the Arrangement Resolution, which written objection must be sent to the Company c/o Blake, Cassels & Graydon LLP, 595 Burrard St #2600, Vancouver, BC V7X 1L3, Attention: Trisha Robertson, by no later than 10:00 a.m. (Vancouver time) on April 19, 2022 (or by 10:00 a.m. on the second business day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise

strictly comply with the dissent procedures set forth in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement (the “**Dissent Procedures**”), and described in the Circular. The Registered Shareholders’ right to dissent is more particularly described in the Circular, and copies of the Plan of Arrangement, the Interim Order and the text of Section 190 of the CBCA are set forth in Appendix B, Appendix C and Appendix G, respectively, of the Circular. Anyone who is a beneficial owner of Josemaria Shares and who wishes to exercise a right of dissent should be aware that only Registered Shareholders are entitled to exercise a right of dissent. Accordingly, a beneficial (non-registered) Shareholder who desires to exercise a right of dissent must make arrangements for the Josemaria Shares beneficially owned by such holder to be registered in the name of such holder prior to the Record Date or, alternatively, make arrangements for the Registered Shareholder of such Josemaria Shares to exercise the right of dissent on behalf of such beneficial Shareholder. A Registered Shareholder wishing to exercise a right of dissent may only exercise such rights with respect to all Josemaria Shares registered in the name of such Shareholder. It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. **Failure to strictly comply with the requirements set forth in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, may result in the loss of any right of dissent.**

The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice of Meeting. Any adjourned or postponed meeting resulting from an adjournment or postponement of the Meeting will be held at a time and place to be specified either by the Company before the Meeting or by the Chair at the Meeting.

Dated at Vancouver, British Columbia as of March 16, 2022.

BY ORDER OF THE BOARD

/s/ “Adam I. Lundin”

Adam I. Lundin
President, Chief Executive Officer and Director

FREQUENTLY ASKED QUESTIONS ABOUT THE ARRANGEMENT AND THE MEETING

The following are some questions that you, as a Securityholder, may have relating to the Meeting and answers to those questions. These questions and answers do not provide all of the information relating to the Meeting or the matters to be considered at the Meeting and are qualified in their entirety by the more detailed information contained elsewhere in, or incorporated by reference into, this Circular. You are urged to read this Circular in its entirety before making a decision related to your Josemaria Shares and/or Josemaria Options. All capitalized terms used herein have the meanings ascribed to them in the “Glossary of Terms” of the Circular.

Q: What am I voting on?

A: You are being asked to consider and, if deemed acceptable, to vote **FOR** the Arrangement Resolution, which provides for, among other things, Lundin Mining acquiring all of the issued and outstanding Josemaria Shares. Pursuant to the Arrangement, Shareholders will be entitled to receive, at the election of the Shareholder, (i) 0.1487 of a Lundin Mining Share for each Josemaria Share held, plus for each whole Lundin Mining Share issued to such Shareholder, \$0.11 in cash will also be paid to such Shareholder, or (ii) \$1.60 in cash for each Josemaria Share held, or (iii) any combination thereof, in each case, subject to pro-rata.

Q: When and where is the Meeting?

A: The Meeting will take place virtually via live audio webcast at meetnow.global/MG2RP2J on April 21, 2022 at 10:00 a.m. (Vancouver time).

Q: Who is soliciting my proxy?

A: Your proxy is being solicited by management of Josemaria Resources. This Circular is furnished in connection with that solicitation. The solicitation of proxies for the Meeting will be made primarily by mail, and may be supplemented by telephone and other means of contact.

If you have questions or need assistance completing your form of proxy or VIF, please contact Computershare Investor Services Inc. by phone at: 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at corporateactions@computershare.com.

Q: Who can attend and vote at the Meeting and what is the quorum for the Meeting?

A: Only holders of Josemaria Shares and Josemaria Options of record as of the close of business on March 10, 2022, the Record Date for the Meeting, are entitled to receive notice of and to virtually attend, and vote at, the Meeting or any adjournment(s) or postponement(s) of the Meeting.

For all purposes contemplated by this Circular, the quorum for the transaction of business at the Meeting will be two Shareholders present in person or represented by proxy.

Q: How do I vote?

A: There are different ways to submit your voting instructions depending on whether you are a Registered Shareholder or Optionholder, or a Beneficial Shareholder.

- **Registered Shareholders and Optionholders:** You must be a Registered Shareholder or Optionholder at the close of business on the Record Date to vote. You may vote in person (virtually) or by proxy.

- **Beneficial Shareholders:** You may vote or appoint a proxy using the VIF provided to you. Your vote or proxy appointment will be submitted by your bank, trust company, securities broker, trustee, custodian or other nominee who holds Josemaria Shares on your behalf to the Company.

For more information, please see *“How do I appoint a third party as my proxyholder?”*, and *“Information Concerning the Meeting – Appointment of Proxyholders”* and *“Information Concerning the Meeting – Advice to Beneficial (Non-Registered) Shareholders”*.

Q: How do I know if I am a Registered Shareholder or a Beneficial Shareholder?

A: You may own Josemaria Shares in one or both of the following ways:

- If you are in possession of a physical share certificate or DRS Advice, you are a Registered Shareholder and your name and address are known to us through our Transfer Agent.
- If you own Josemaria Shares through an Intermediary, you are a Beneficial Shareholder and you will not have a physical share certificate or a DRS Advice. In this case, you will have an account statement from your bank or broker as evidence of your share ownership.

Most Shareholders are Beneficial Shareholders. Their Josemaria Shares are registered in the name of an Intermediary, such as a bank, trust company, securities broker, trustee, custodian or other nominee who holds Josemaria Shares on their behalf, or in the name of a clearing agency in which the Intermediary is a participant (such as CDS & Co.). Intermediaries have obligations to forward the Meeting materials to such Beneficial Shareholders unless otherwise instructed by the holder (and as required by regulation in some cases, despite such instructions).

Q: If my Josemaria Shares are held in the name of an Intermediary, will they automatically vote my Josemaria Shares for me?

A: No. Specific voting instructions must be provided. See *“How do I vote if my Josemaria Shares are held in the name of an Intermediary?”* below.

Q: How do I vote if my Josemaria Shares are held in the name of an Intermediary?

A: Fill in the VIF you received with this package and carefully follow the instructions provided. You can send your voting instructions by phone or by mail or through the internet.

Only Registered Shareholders and Optionholders, or the persons they appoint as proxies, are permitted to attend and vote at the Meeting (virtually).

To attend and vote at the Meeting (virtually), Beneficial Shareholders should insert his or her name or his or her chosen representative (who need not be a Securityholder) in the blank space provided in the VIF and follow the instructions on returning the form.

See *“How do I appoint a third party as my proxyholder?”* below for more information on how Beneficial Shareholders can appoint third parties as proxyholders.

Q: How do I appoint a third party as my proxyholder?

A: The following applies to Registered Shareholders and Optionholders who wish to appoint a person other than the management nominees set forth in the form of proxy as proxyholder, **AND** Beneficial Shareholders who wish to appoint themselves as proxyholder to participate and vote at the Meeting.

You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a Shareholder, Securityholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on the enclosed proxy form(s) or complete any other legal proxy form and deliver it to Computershare Investor Services Inc. within the time hereinafter specified for receipt of proxies.

Shareholders and Optionholders who wish to appoint a third-party proxyholder to participate or vote at the Meeting as their proxy and vote their securities **MUST** submit their proxy (or proxies) or VIF, as applicable, appointing such third-party proxyholder **AND** register the third-party proxyholder, as described below. Registering your proxyholder is an additional step to be completed **AFTER** you have submitted your proxy or VIF. Failure to register the proxyholder will result in the proxyholder not receiving an invite code to virtually participate or vote at the Meeting.

Step 1: Submit your proxy or VIF: To appoint a third-party proxyholder, including to appoint yourself as proxyholder (if you are a Beneficial Shareholder), indicate your name or the name of your proxyholder, as applicable, in the form of proxy or VIF, and follow the instructions for submitting such form of proxy or VIF. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or VIF.

Step 2: Register your proxyholder: To register a proxyholder, Shareholders and Optionholders **MUST** visit <http://www.computershare.com/Josemaria> by 10:00 a.m. (Vancouver Time) on April 19, 2022 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and holidays) and provide Computershare Investor Services Inc. with the required proxyholder contact information so that Computershare Investor Services Inc. may provide the proxyholder with an invite code via email. **Without an invite code, proxyholders will not be able to participate or vote at the Meeting. If you are both a Registered Shareholder and an Optionholder you are required to go through the registration process twice: once to register a proxyholder for your Josemaria Shares and once to register a proxyholder for your Options.**

If you are a Beneficial Shareholder and wish to participate or vote at the Meeting, you have to insert your own name in the space provided on the VIF sent to you by your Intermediary, follow all of the applicable instructions provided by your Intermediary AND register yourself as your proxyholder, as described above. By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary.

If you are a Beneficial Shareholder located in the United States and wish to participate or vote at the Meeting or, if permitted, appoint a third party as your proxyholder, you MUST complete a THIRD step and obtain a valid legal proxy from your Intermediary. Follow the instructions from your Intermediary included with the legal proxy form and the VIF sent to you, or contact your Intermediary to request a legal proxy form or a legal proxy if you have not received one. **After obtaining a valid legal proxy from your Intermediary, you MUST then submit such legal proxy to Computershare Investor Services Inc. at uslegalproxy@computershare.com.**

Q: How many Josemaria Securities are entitled to vote?

A: As of March 10, 2022, there were 383,117,604 Josemaria Shares and 17,219,000 Josemaria Options outstanding and entitled to vote at the Meeting. You are entitled to one vote for each Josemaria Share that you own and one vote for every Josemaria Share into which your Josemaria Options may be converted. Apart from the approval required by Shareholders voting alone, the Shareholders and Optionholders will vote together as a single class.

Q: What will I receive in the Arrangement?

A: Shareholders

Shareholders (other than Dissenting Shareholders) will be entitled to elect to receive, as consideration for such Shareholders' Josemaria Shares:

- (i) \$1.60 in cash for each Josemaria Share held, or
- (ii) 0.1487 of a Lundin Mining Share for each Josemaria Share held, plus for each whole Lundin Mining Share issued to such Shareholder, \$0.11 in cash will also be paid to such Shareholder, or
- (iii) any combination thereof.

The Consideration is subject, in each case, to pro-ration based on a maximum cash consideration of approximately \$183 million and a maximum of approximately 39.7 million Lundin Mining Shares. The Maximum Cash Consideration and the Maximum Share Consideration will be adjusted by \$0.48 in cash and 0.1041 of a Lundin Mining Share, respectively, in connection with any Josemaria Shares issued following the date of the Arrangement Agreement and prior to the Effective Time. The Shareholders who do not make an election or valid election will be deemed to have elected for the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each Josemaria Share held, subject to pro-ration.

In the event that the aggregate amount of the Cash Consideration or Share Consideration elected by all Shareholders exceeds the Maximum Cash Consideration or the Maximum Share Consideration, the Consideration will be pro-rated and Shareholders will receive the other form of Consideration for the balance of their Josemaria Shares. The Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration.

A: Optionholders

Each outstanding Josemaria Option will, pursuant to the Plan of Arrangement, be exchanged for an option to acquire from Lundin Mining the number of Lundin Mining Shares equal to the product of: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable, by (Y) the Exchange Ratio, rounded up to the nearest whole cent, all as more fully set forth in this Circular.

Q: How do I elect to receive my Consideration under the Arrangement?

A: Each Registered Shareholder will have the right to elect in the accompanying Letter of Transmittal to receive, as consideration for such Shareholder's Josemaria Shares:

- (i) the Cash Consideration, or
- (ii) the Share Consideration plus for each whole Lundin Mining Share issued to such Shareholder, \$0.11 in cash will also be paid to such Shareholder, or
- (iii) any combination thereof.

If you fail to make a proper election prior to the Election Deadline, or chose not to make an election, you will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each of your Josemaria Shares, subject to pro-ration.

Beneficial Shareholders should contact their Intermediary for instructions and assistance in delivery of the share certificate(s) or DRS Advice(s) representing their Josemaria Shares and making an election with respect to the form of Consideration they wish to receive.

Optionholders do not need to take any action upon completion of the Arrangement for their Replacement Options to be issued.

For additional information, including information regarding how the Depositary will send you the Consideration, please see *“The Arrangement — Exchange of Josemaria Resources Securities”* and *“Shareholders Through Euroclear Sweden”*.

Q: If I make an election to receive Cash Consideration or Share Consideration will I receive all cash or all Lundin Mining Shares, respectively?

A: If you elect to receive the Cash Consideration, it is possible that your election will be pro-rated and you will receive some amount of Lundin Mining Shares. Likewise, if you elect or are deemed to elect the Share Consideration (together with the applicable Share Consideration Cash Payment), such election or deemed election may be pro-rated and you will likely receive some amount of cash. This is because the aggregate Consideration under the Arrangement is subject to the Maximum Cash Consideration and the Maximum Share Consideration. The extent of the pro-ration of your election will depend on the degree to which other Shareholders elect to receive cash or Lundin Mining Shares. The Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration. Please see *“The Arrangement — Exchange of Josemaria Resources Securities — Pro-ration”*.

Q: When can I expect to receive the Consideration?

A: Assuming completion of the Arrangement, if you hold your Josemaria Shares through an Intermediary, then you are not required to take any action and the Cash Consideration and/or Share Consideration (together with the applicable Share Consideration Cash Payment) you are entitled to receive will be delivered to your Intermediary through procedures in place for such purposes between CDS & Co. or similar entities and such Intermediaries. You should contact your Intermediary if you have any questions regarding this process.

In the case of Registered Shareholders, as soon as practical after the Effective Date, assuming due delivery of the required documentation, including the applicable certificate(s) or DRS Advice(s) representing Josemaria Shares and a duly and properly completed Letter of Transmittal, Lundin Mining will cause the Depositary to forward the cheque representing the Cash Consideration and/or the certificate(s)/DRS Advice(s) representing Lundin Mining Shares (together with the cheque representing the applicable Share Consideration Cash Payment), as applicable, to which the Registered Shareholders are entitled by first class mail, at the offices of the Depositary or by wire transfer.

The method used to deliver the Letter of Transmittal and any accompanying certificates or DRS Advices representing Josemaria Shares is at the option and risk of the Registered Shareholder and delivery will be deemed effective only when such documents are actually received. Josemaria Resources recommends that the necessary documentation be hand delivered to the Depositary at its office(s) specified on the last page of the Letter of Transmittal and a receipt obtained; otherwise, the use of registered mail or courier with return receipt requested, properly insured, is recommended. A Beneficial Shareholder whose Josemaria Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Josemaria Shares.

Shareholders who do not deliver their certificate(s) or DRS Advices representing Josemaria Shares and all other required documents to the Depositary on or before the date which is six years after the Effective Date will lose their right to receive the Cash Consideration or Share Consideration (and the applicable Share Consideration Cash Payment) for their Josemaria Shares.

For additional information, including information regarding how the Depositary will send you the Cash Consideration and/or Share Consideration (together with the applicable Share Consideration Cash Payment), please see “*The Arrangement — Exchange of Josemaria Resources Securities*”.

Q: Can I exercise my vested Josemaria Options prior to the Effective Date?

A: Optionholders who intend to exercise vested Josemaria Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Optionholders who validly exercise their vested Josemaria Options for Josemaria Shares following the Election Deadline, or who validly exercise their vested Josemaria Options for Josemaria Shares prior to the Election Deadline but do not otherwise make a valid election prior to the Election Deadline, will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each such Josemaria Share held, subject to pro-rata. Please see “*The Arrangement — Exchange of Josemaria Resources Securities — Elections and Procedure*” and “*The Arrangement — Exchange of Josemaria Resources Securities — Treatment of Josemaria Options*”.

Q: As a holder of Josemaria Options, what documentation do I need to submit to be able to receive the Replacement Options?

A: Optionholders do not need to submit any documentation or take any action in order to receive the Replacement Options issuable to them under the Arrangement.

Q: What vote is required at the Meeting to approve the Arrangement Resolution?

A: In order to become effective, the Arrangement must be approved by at least: (i) 66⅔% of the votes cast by Shareholders present in person (virtually) or represented by proxy at the Meeting; and (ii) 66⅔% of the votes cast by Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting.

Q: What if I return my proxy but do not mark it to show how I wish to vote?

A: If your proxy is signed and dated and returned without specifying your choice or is returned specifying both choices, your Josemaria Shares and/or Josemaria Options, as applicable, will be voted **FOR** the Arrangement Resolution in accordance with the recommendation of the Board.

Q: When is the cut-off time for delivery of proxies?

A: Proxies sent by mail or courier must be delivered to Computershare Investor Services Inc., not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment thereof. In this case, assuming no adjournment, the proxy cut-off time is 10:00 a.m. (Vancouver time) on April 19, 2022. Online votes submitted via the internet at www.investorvote.com must also be submitted by 10:00 a.m. (Vancouver time) on April 19, 2022.

A Beneficial Shareholder exercising voting rights through an Intermediary should consult the VIF from such Beneficial Shareholder’s Intermediary as the Intermediary may have earlier deadlines.

Q: Can I change my vote after I submitted a signed proxy?

A: Yes. If you want to change your vote after you have delivered a proxy, you can do so by submitting a new, later dated, proxy before the proxy-cut off time.

Q: How can I revoke my proxy?

A: If you change your vote by submitting a new proxy before the proxy deadline, such change will revoke any previously filed proxy.

Also, you can revoke your proxy without a new vote by signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the registered office of Josemaria Resources at 885 West Georgia Street, Suite 2200, Vancouver, British Columbia, V6C 3E8, or in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 4:00 p.m. (Vancouver time) on the last Business Day before the day of the Meeting, or delivered to the person presiding at the Meeting before it commences. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your Josemaria Shares and/or Josemaria Options, but to do so you must attend the Meeting virtually and follow the procedures for voting in person.

Beneficial Shareholders should follow instructions provided to them by their Intermediary with respect to their VIF.

Q: What is the recommendation of the Josemaria Board of Directors?

A: After taking into consideration, among other things, the recommendation of the Special Committee and the Fairness Opinion, the directors have (subject to a director declaring his interest and abstaining from voting on the matter) unanimously concluded that the Arrangement is in the best interests of the Company and unanimously recommends that Securityholders vote **FOR** the Arrangement Resolution to approve the Arrangement.

Q: Why is the Josemaria Board of Directors making this recommendation?

A: Based on its considerations and investigations, including consultation with its financial and legal advisors, reviewing the report of the Special Committee and its own deliberations, the Board (subject to a director declaring his interest and abstaining from voting on the matter) unanimously determined that the Arrangement is in the best interests of Josemaria Resources and is fair to the Shareholders. **Accordingly, the Board unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.** Each director and senior officer of the Company intends to vote all of such director's and senior officer's securities FOR the Arrangement Resolution. For further information on the reasons for the recommendation of the Board, please see "*The Arrangement — Reasons for the Arrangement*" and "*The Arrangement – Fairness Opinion*" in the Circular.

Q: Has the Company received a fairness opinion in connection with the Arrangement?

A: Yes. BMO Capital Markets has provided the Fairness Opinion to the effect that, as of the date of the Arrangement Agreement, and subject to the assumptions, limitations and qualifications described in the Fairness Opinion, the Consideration to be received by the Shareholders pursuant to the Arrangement is

fair from a financial point of view to the Shareholders. Please see “*The Arrangement – Fairness Opinion*” in the Circular.

Q: Who intends to support the Arrangement Resolution?

A: Directors, senior officers and certain significant Shareholders of the Company, holding approximately 42% of the outstanding Josemaria Shares and 73.50% of the outstanding Josemaria Options as at the Record Date, have entered into Voting and Support Agreements with the Purchaser, pursuant to which they have agreed to, among other things, vote in favour of the Arrangement Resolution. For more information, please see “*The Arrangement – Voting and Support Agreements*” in the Circular.

Q: In addition to the approval of Securityholders, are there any other approvals required for the Arrangement?

A: Yes, the Arrangement requires the approval of the Court and certain Governmental Authorities. See “*The Arrangement – Court Approval of the Arrangement*” and “*The Arrangement – Regulatory Approvals*” in the Circular.

Q: What if Securityholders do not approve the Arrangement Resolution?

A: If the Arrangement Resolution is not approved by the Securityholders, the Arrangement will not be completed.

Pursuant to the terms of the Arrangement Agreement, if the Required Securityholder Approval is not obtained by the Outside Date, either the Company or Lundin Mining may terminate the Arrangement Agreement.

Q: What if the Court does not approve the Arrangement?

A: If the approval of the Court is not obtained prior to the Outside Date, the Arrangement will not be completed, even if Securityholders approve the Arrangement Resolution.

Q: What conditions must be satisfied to complete the Arrangement?

A: The Arrangement is conditional upon the receipt of, among other things: (i) the Required Securityholder Approval of the Arrangement Resolution; (ii) the Court’s approval; (iii) the TSX conditionally approving the Arrangement and the listing of the Lundin Mining Shares to be issued as Share Consideration pursuant to the Arrangement; (iv) the approval of Nasdaq Stockholm of the listing of the Lundin Mining Shares to be issued as Share Consideration pursuant to the Arrangement; (v) the approval of the SFSA of the Lundin Mining Swedish Prospectus; (vi) holders of no more than 5% of Josemaria Shares exercising Dissent Rights; and (vii) the satisfaction of certain other closing conditions customary for transactions of this nature. For more information, please see “*The Arrangement Agreement – Conditions to Closing*” in this Circular.

Q: Do any directors or executive officers of Josemaria Resources have any interests in the Arrangement that are different from, or in addition to, those of the Securityholders?

A: In considering the recommendation of the Board to vote in favour of the matters discussed in this Circular, Securityholders should be aware that some of the directors and Senior Officers of Josemaria Resources have interests in the Arrangement that are different from, or in addition to, the interests of Securityholders generally. See “*The Arrangement – Interests of Certain Persons in the Arrangement*” in this Circular.

Q: Will the Josemaria Shares continue to be listed on the TSX and Nasdaq Stockholm after the Arrangement?

A: No. The Josemaria Shares will be de-listed from the TSX and Nasdaq Stockholm after the Arrangement has been completed and Josemaria Resources will become a direct wholly-owned subsidiary of Lundin Mining. After the arrangement has been completed, former Shareholders will hold Lundin Mining Shares, which are listed on the TSX and Nasdaq Stockholm.

Q: Should I send my Josemaria Share certificates or DRS Advices now?

A: You are not required to send your certificates or DRS Advices representing Josemaria Shares to validly cast your vote in respect of the Arrangement Resolution. We encourage Registered Shareholders to complete, sign, date and return the enclosed Letter of Transmittal, together with their Josemaria Share certificate(s) or DRS Advice(s) (if applicable) by courier or registered mail to the Depositary, prior to the Election Deadline in order to elect the form of Consideration to be received under the Arrangement. Please see “*The Arrangement – Exchange of Josemaria Resources Securities*” in this Circular.

Where Josemaria Shares are evidenced only by a DRS Advice(s), there is no requirement to first obtain a share certificate for those Josemaria Shares. Only a properly completed and duly executed Letter of Transmittal, accompanied by the applicable DRS Advice(s) are required to be delivered to the Depositary in order to surrender those Josemaria Shares under the Arrangement.

Do not send your Letter of Transmittal and certificate(s)/DRS Advice(s) to Josemaria Resources. Please follow the delivery instructions set forth in the Letter of Transmittal.

If you are a Euroclear Holder please see “*Shareholders Through Euroclear Sweden*” and “*The Arrangement – Exchange of Josemaria Resources Securities – Elections and Procedure*”.

Q: How will I know when the Arrangement will be implemented?

A: The Effective Date will occur upon satisfaction or waiver of all of the conditions to the completion of the Arrangement. If the Required Securityholder Approval is obtained at the Meeting, the Effective Date is expected to occur on or about April 28, 2022. On the Effective Date, Josemaria Resources will publicly announce that the conditions are satisfied or waived and that the Arrangement has been completed.

Q: Are there risks I should consider in deciding whether to vote for the Arrangement Resolution?

A: Yes. Securityholders should carefully consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to: (i) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (ii) the Shareholders that elect the Cash Consideration or the Share Consideration (together with the applicable Share Consideration Cash Payment) may be subject to pro-rata in accordance with the Arrangement; (iii) the Exchange Ratio for the number of Lundin Mining Shares to be received is fixed and may not correlate to the value of the Cash Consideration; (iv) the market price of the Josemaria Shares and Lundin Mining Shares may be materially adversely affected if the Arrangement is not completed; (v) the Arrangement Agreement may be terminated in certain circumstances; (vi) the completion of the Arrangement is uncertain and Josemaria Resources will incur costs and may have to pay the Termination Fee even if the Arrangement is not completed; (vii) the Arrangement may divert the attention of Josemaria Resources’ management; (viii) the Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire Josemaria Resources; (ix) Josemaria Resources is restricted from taking certain actions while the Arrangement is pending; (x) the Lundin Mining Shares issued in connection with the Arrangement may have a market value different than expected; (xi)

directors and officers of Josemaria Resources have interests in the Arrangement that may be different from those of Securityholders generally; (xii) Lundin Mining and Josemaria Resources may be the targets of legal claims, securities class action, derivative lawsuits and other claims; (xiii) the completion of the Arrangement may be delayed due to health epidemics such as COVID-19 and other outbreaks of communicable diseases; and (xiv) as a holder of Lundin Mining Shares, you will be subject to the risks associated with an investment in Lundin Mining. See “*Risk Factors*” in this Circular.

Q: What are the Canadian income tax consequences of the Arrangement?

A: For a summary of certain material Canadian income tax consequences of the Arrangement, see “*Certain Canadian Federal Income Tax Considerations*” in this Circular. Such summary is not intended to be legal or tax advice to any particular Securityholder. Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

Q: What are the Swedish income tax consequences of the Arrangement?

A: For a summary of certain material Swedish income tax consequences of the Arrangement, see “*Certain Swedish Income Tax Considerations*” in this Circular. Such summary is not intended to be legal or tax advice to any particular Securityholders. Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

Q: What are the U.S. federal income tax consequences of the Arrangement?

A: The U.S. federal income tax consequences of the Arrangement are not described herein. U.S. Securityholders are urged to consult their own tax advisors with respect to their particular circumstances.

Q: Am I entitled to Dissent Rights?

A: If you are a Registered Shareholder as at the close of business on the Record Date who properly exercises Dissent Rights and the Arrangement Resolution is approved, you will be entitled to be paid the fair value of all, but not less than all, of your Josemaria Shares calculated as of the close of business on the day before the Arrangement Resolution was adopted. This amount may be the same as, more than or less than the Consideration per Josemaria Share that will be paid under the Arrangement.

If you wish to dissent, you must ensure that a written notice is received by Josemaria Resources not later than 10:00 a.m. (Vancouver time) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time) and otherwise comply with the Dissent Procedures, all as described under “*Dissenting Shareholders’ Rights*”.

It is important that you strictly comply with the Dissent Procedures, otherwise your Dissent Rights may not be recognized. Be sure to read the section entitled “*Dissenting Shareholders’ Rights*” and consult your own legal advisor if you wish to exercise Dissent Rights.

Q: What will happen to the Josemaria Shares that I currently own after completion of the Arrangement?

A: Upon completion of the Arrangement, certificates or DRS Advice(s) representing Josemaria Shares will represent only the right of the Registered Shareholder to receive either the Cash Consideration or Share Consideration (together with the applicable Share Consideration Cash Payment) for each Josemaria Share held, subject to pro-rata, in accordance with the procedures set out in the Circular. It is expected that trading in Josemaria Shares on the TSX will cease approximately two to three trading days after completion of the Arrangement and Josemaria Resources will terminate its status as a reporting issuer under Canadian Securities Laws and will cease to be required to file reports with the applicable Canadian securities

regulatory authorities. Trading in the Josemaria Shares on Nasdaq Stockholm will cease and Josemaria Resources will be delisted as soon as possible following the completion of the Arrangement. The Lundin Mining Shares are expected to continue to be listed on the TSX and Nasdaq Stockholm.

Q: Who to Call with Questions

A: If you have any questions about the information contained in this Circular or require assistance in completing your form of proxy, please contact Computershare Investor Services Inc. by phone at: at 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at corporateactions@computershare.com. For questions about completing your Letter of Transmittal please contact Computershare Investor Services Inc. at 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at corporateactions@computershare.com. See “*Additional Information*” in this Circular.

If you hold Josemaria Shares through Euroclear Sweden: If you hold your Josemaria Shares in custody and have questions regarding administration of your shares in the Arrangement, please contact your custodian. For other questions regarding the administration of the Arrangement in Sweden, please contact Aktieinvest via telephone +46 8 5065 1795 or by e-mail, emittentservice@aktieinvest.se.

If you have questions about deciding how to vote on the Arrangement Resolution, you should contact your own legal, tax, financial or other professional advisor.

Q: How do I, as a Shareholder through Euroclear Sweden, vote on the Arrangement Resolution?

A: If you hold Josemaria Shares through an Intermediary: Shareholders of Josemaria Resources whose holdings through Euroclear Sweden are registered in the name of an Intermediary will receive instructions from their Intermediary on how to vote.

If you directly hold Josemaria Shares: Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden will receive voting instructions by mail from Computershare Sweden. The duly completed voting form must have been received by Computershare Sweden no later than April 13, 2022.

Q: How do I, as a Shareholder through Euroclear Sweden, elect to receive my Consideration under the Arrangement?

A: If you hold Josemaria Shares through an Intermediary: Shareholders of Josemaria Resources whose holdings through Euroclear Sweden are registered in the name of an Intermediary will receive instructions from their Intermediary on how to elect the Consideration to be received. Please note that you do not need to complete the Letter of Transmittal.

If you directly hold Josemaria Shares: To make an election you must, during the period from March 25, 2022 up to and including April 13, 2022, at 15:00 CET, sign and submit a duly completed Euroclear Election Form to Aktieinvest FK AB (“**Aktieinvest**”), either by mail to the address stated on the Euroclear Election Form or to the e-mail address stated on the Euroclear Election Form. Please note that you, as a Shareholder through Euroclear Sweden, do not need to submit the Letter of Transmittal.

A Euroclear Election Form that is sent by mail, in the enclosed pre-paid envelope attached, must be sent in ample time before the last day of the election period so that it may be received by Aktieinvest no later than 15:00 CET on April 13, 2022.

The securities account (Sw. *VP-konto*) and the current number of Josemaria Shares as of March 10, 2022 are pre-printed on the Euroclear Election Form which is sent out with a pre-paid envelope to Shareholders who are directly registered with Euroclear Sweden. Shareholders should verify that the pre-printed information on the Euroclear Election Form is correct.

Note that Euroclear Election Forms which are incomplete or incorrectly completed may be disregarded. No amendments to the pre-printed text may be conducted on the Euroclear Election Form. Shareholders who do not make a valid election pursuant to the Euroclear Election Form, by properly completing and duly executing the Euroclear Election Form and submitting it to Aktieinvest no later than 15:00 CET on April 13, 2022, will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) subject to pro-rata.

If Josemaria Shares are pledged in the Euroclear system, both the Shareholder and the pledgee must sign the Euroclear Election Form and confirm that the pledge will be terminated should the Arrangement be completed.

Those who are registered in the list of pledgees and guardians will not receive an Euroclear Election Form but will instead be notified separately.

Please note that Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden do not need to complete the Letter of Transmittal.

The aforementioned is subject to pro-rata of Share Consideration and Cash Consideration as described above.

Any Cash Consideration and Share Consideration Cash Payment, as applicable, will be received by Shareholders whose Josemaria Shares are directly registered with Euroclear in Swedish kronor (SEK). The conversion from C\$ to SEK will be made at public market rate at the time of the settlement. The settlement amount will be paid to the yield account which is connected to the Shareholder's securities account. The payment to Shareholders who do not have a yield account connected to their securities account may be delayed.

Q: Will I, as a Shareholder through Euroclear Sweden, be able to trade in my Josemaria Shares until the Effective Date?

A: After the Swedish issuing agent, Aktieinvest, has received and registered duly completed Euroclear Election Forms for Shareholders holding their Josemaria Shares through Euroclear Sweden, the Shareholders' Josemaria Shares will be transferred to a new "blocked" securities account (Sw. *apportkonto*) which has been opened for each Shareholder whose Josemaria Shares are registered in the Euroclear Sweden system. In connection therewith, Euroclear Sweden will send a VP-notice showing the number of Josemaria Shares that has been removed from the original securities account and a VP-notice showing the number of Josemaria Shares that have been entered in the newly opened blocked securities account. Shareholders who do not make a valid election pursuant to the Euroclear Election Form, will have their Josemaria Shares transferred to a new blocked securities account (Sw. *apportkonto*) on April 14, 2022. Securities in a blocked securities account cannot be traded by a Shareholder.

As of the Effective Date, Euroclear Holders will cease to be a shareholder of Josemaria Resources and will only be entitled to receive the appropriate number of Lundin Mining Shares and/or cash to which such Shareholders are entitled under the Arrangement.

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JOSEMARIA RESOURCES INC.

MANAGEMENT INFORMATION CIRCULAR

Introduction

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of Josemaria Resources for use at the Meeting and any adjournment or postponement thereof. No Person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized and should not be relied upon in making a decision as to how to vote on the Arrangement.

These Meeting materials are being sent to registered holders of Josemaria Shares and beneficial owners of Josemaria Shares through Intermediaries, and to Optionholders.

If you hold Josemaria Shares through an Intermediary, you should contact your Intermediary for instructions and assistance in voting and surrendering the Josemaria Shares that you beneficially own.

Information Contained in this Circular

The information contained in this Circular is given as at March 10, 2022, except where otherwise noted. This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and Securityholders are urged to consult their own professional advisors in connection therewith.

Except where otherwise expressly provided, all amounts in this Circular are stated and will be paid in Canadian currency.

THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement and the Voting and Support Agreements are summaries of the terms of those documents and are qualified in their entirety by such terms. Securityholders should refer to the full text of the Arrangement Agreement, the Plan of Arrangement and the Voting and Support Agreements for complete details of those documents. The Arrangement Agreement and Voting Support Agreements have been filed by Josemaria Resources under its profile on SEDAR at www.sedar.com. In addition, the Plan of Arrangement is attached as Appendix B to this Circular.

Information Concerning the Purchaser

The information concerning the Purchaser and its subsidiaries contained in this Circular has been provided by the Purchaser for inclusion in this Circular and should be read together with, and is qualified by, the documents filed by the Purchaser with a securities commission or similar authority in Canada that are incorporated by reference herein. Although the Company has no knowledge that any statements contained herein taken from or based on such information provided by the Purchaser are untrue or incomplete, the Company assumes no responsibility for the accuracy of such information, or for any failure by the Purchaser or any of its subsidiaries or any of their respective representatives to disclose events which may have occurred or may affect the significance or accuracy of any such

information but which are unknown to the Company. In accordance with the Arrangement Agreement, the Purchaser provided the Company with all necessary information concerning the Purchaser that is required by applicable Laws to be included in this Circular and ensured that such information does not contain any misrepresentations.

Information for U.S. Securityholders

The Company is a corporation existing under the federal laws of Canada and is a “foreign private issuer” as defined in Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Exchange Act. The solicitation of proxies and the transactions contemplated in this Circular are not subject to the proxy rules under Section 14(a) of the U.S. Exchange Act by virtue of an exemption for foreign private issuers, and therefore this solicitation is not being effected in accordance with U.S. Securities Laws. Accordingly, the solicitation and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate laws and Securities Laws, and this Circular has been prepared in accordance with disclosure requirements applicable in Canada. Securityholders in the United States should be aware that disclosure requirements under Canadian laws are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. Securityholders in the United States should also be aware that other requirements under Canadian laws may differ from those required under United States corporate laws and U.S. Securities Laws. The enforcement by Securityholders of rights, claims and civil liabilities under U.S. Securities Laws may be affected adversely by the fact that the Company is organized under the laws of a jurisdiction other than the United States, that a majority of its officers and directors are residents of countries other than the United States and that all or substantial portions of the assets of the Company and such other Persons are, or will be, located outside the United States. You may not be able to sue a Canadian company or its officers or directors in a Canadian court for violations of U.S. Securities Laws. In addition, the courts of Canada may not enforce judgments of United States courts obtained in actions against such Persons predicated upon civil liabilities under the U.S. Securities Laws and all rules, regulations and orders promulgated thereunder.

THE LUNDIN MINING SHARES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED UPON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Lundin Mining Shares and Replacement Options are being issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, and similar exemptions from registration under applicable state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on March 10, 2022 and, subject to the approval of the Arrangement by the Securityholders, a hearing of the application for the Final Order is currently scheduled to take place on April 26, 2022 by videoconference, at 9:45 a.m. (Vancouver time), or as soon thereafter as counsel may be heard. All Securityholders are entitled to appear and be heard at this hearing. The Final Order will be relied upon as a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the Lundin Mining Shares and Replacement Options to be received by Securityholders pursuant to the Arrangement in exchange for their Josemaria Shares and Josemaria Options, respectively. Prior to the hearing on the Final Order, the Court will be informed that the parties will so rely upon the Final Order.

This Arrangement has not been approved or disapproved by the United States Securities and Exchange Commission or any other securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or the merits of this transaction or upon the accuracy or adequacy of the information contained in this Circular.

Securityholders in the United States should be aware that the financial statements and financial information of the Company are prepared in accordance with IFRS as issued by the International Accounting Standards Board and are subject to Canadian auditing and auditor independence standards, each of which differ in certain material respects from United States generally accepted accounting principles and auditing and auditor independence standards and thus may not be comparable in all respects to financial statements and information of United States companies. Securityholders should be aware that the acquisition of the securities described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in, or citizens of, the United States are not described herein. U.S. Securityholders should consult their own tax advisors with respect to their own particular circumstances.

The enforcement by investors of civil liabilities under the U.S. Securities Laws may be affected adversely by the fact that each of Josemaria Resources and Lundin Mining is incorporated or organized outside the United States, that some or all of their respective officers and directors and the experts named herein are residents of a foreign country, and that all or a substantial portion of the assets of Josemaria Resources and Lundin Mining and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. Securityholders to effect service of process within the United States upon Josemaria Resources or Lundin Mining, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. Securityholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

Cautionary Note Regarding Forward-Looking Statements

This Circular contains forward-looking statements and forward-looking information within the meaning of applicable Securities Laws and which are based on the currently available competitive, financial and economic data and operating plans of management of the Company as of the date hereof unless otherwise stated. Forward-looking statements are provided for the purpose of presenting information about management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. The use of any of the words "may", "will", "plan", "expect", "anticipate", "estimate", "intend", "indicate", "scheduled", "target", "goal", "potential", "subject", "efforts", "option" or the negative of such terms and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the Arrangement and the completion thereof; covenants of Josemaria Resources and Lundin Mining in relation to the Arrangement; the timing for the implementation of the Arrangement, including the expected Effective Date of the Arrangement; the anticipated benefits of the Arrangement; the principal steps of the Arrangement; the process and timing of delivery of the Consideration to Securityholders following the Effective Time; the receipt of the necessary Securityholder approvals; the anticipated tax treatment of the Arrangement for Securityholders; statements made in, and based upon the Fairness Opinion (as defined herein); statements relating to the business of Lundin Mining, Josemaria Resources and the Combined Company (as defined herein) after the date of this Circular and prior to, and after, the Effective Time; the advancement of exploration to development of the Josemaria Copper-Gold Project; the benefits to the Josemaria Copper-Gold Project on local communities; the impact of the Arrangement on employees and local stakeholders; the strengths, characteristics, market position, and future financial or operating performance and potential of the Combined Company; the amounts received by the directors and senior officers of Josemaria Resources under the Arrangement; de-listing of the Josemaria Shares from the TSX and Nasdaq Stockholm; ceasing of reporting issuer status of Josemaria Resources; the listing of the Lundin Mining Shares issuable pursuant to the Arrangement on the TSX and Nasdaq Stockholm; the approval and registration of the Swedish Financial Supervisory Authority of the Swedish Prospectus; the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act for the securities issuable pursuant to the Arrangement; the transfer restrictions (or lack thereof) with respect to the Lundin Mining Shares issued to Shareholders upon the completion of the Arrangement; the liquidity of Lundin Mining Shares following the Effective Time; the market price of Lundin Mining Shares; the number of Lundin Mining Shares expected to be issued pursuant to the Arrangement; the expected ownership of Lundin Mining Shares by Shareholders and existing Lundin Mining shareholders upon completion of the Arrangement; Lundin Mining's ability to raise additional financing and the timing, amount and terms thereof; the expected and anticipated ongoing impact

of COVID-19 on the business and operations of Josemaria Resources and Lundin Mining; anticipated developments in the operations of Josemaria Resources and Lundin Mining; expectations regarding the growth of Lundin Mining and the Combined Company; the business prospects and opportunities of Josemaria Resources, Lundin Mining and the Combined Company; estimates of mineral resources and mineral reserves; the future demand for and prices of commodities; the future size and growth of metals markets; the timing and amount of estimated future production of Josemaria Resources, Lundin Mining and the Combined Company; expectations regarding costs of production and capital and operating expenditures; estimates of the mine life of mineral projects; expectations regarding the costs and timing of exploration and development, and the success of such activities; sales expectations; the timing and possible outcome of pending litigation in future periods; the timing and possible outcome of regulatory and permitted matters; goals; strategies; future growth; planned future acquisitions (other than the Arrangement); the adequacy of financial resources; and other events or conditions that may occur in the future or future plans, projects, objectives, estimates and forecasts, and the timing related thereto.

In respect of the forward-looking statements and information in this Circular, the Company has provided such forward-looking statements and information in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to the ability of the Parties (as defined herein) to receive, in a timely manner and on satisfactory terms, the necessary Court, securityholder and other third party approvals; the listing of the Lundin Mining Shares to be issued in connection with the Arrangement on the TSX and on the Nasdaq Stockholm; no material adverse change in the market price of gold and silver and other metal prices; no material impact of COVID-19 on the timing or completion of any of the Arrangement or on the operations and workforce of the Company and the Purchaser; the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; the Company's and the Purchaser's ability to obtain all necessary permits, licenses and regulatory approvals for operations in a timely manner; the adequacy of the financial resources of the Company and the Purchaser; sustained labor stability and availability of equipment; the maintaining of positive relations with local groups; favorable equity and debt capital markets; stability in financial capital markets and other expectations and assumptions which management believes are appropriate and reasonable. The anticipated dates provided in this Circular regarding the Arrangement may change for a number of reasons, including the inability to secure the necessary regulatory, Court, securityholder or other third-party approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the Arrangement. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this Circular.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of risks, uncertainties and factors. Such risks, uncertainties and factors include, among others: the risk that the Arrangement may not close when planned or at all or on the terms and conditions set forth in the Arrangement Agreement; the failure of the Company and the Purchaser to obtain the necessary regulatory, Court, Securityholder and other third-party approvals, or to otherwise satisfy the conditions to the completion of the Arrangement, in a timely manner, or at all; if a third party makes a Superior Proposal (as defined herein), the Arrangement may not be completed and the Company may be required to pay the Termination Fee (as defined herein); if the Arrangement is not completed, and the Company continues as an independent entity, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion of Arrangement could have an impact on the Company's current business relationships and could have a material adverse effect on the current and future operations, financial condition and prospects of the Company; the failure of the Company to comply with the terms of the Arrangement Agreement may, in certain circumstances, result in the Company being required to pay the Termination Fee to Lundin Mining, the result of which could have a material adverse effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations; the benefits expected from the Arrangement may not be realized; risks associated with business integration; risks related to the Parties' respective properties; risks related to potential adverse effects of the COVID-19 pandemic, including on the operations and workforce of the Company and the operations and workforce of Lundin Mining; risks related to competitive conditions; risks associated with the Parties' lack of control over mining conditions; risks related to the operations of the Parties; the risk that actual results of current exploration activities may be different than forecasts; risks related to reclamation activities; the risk that project parameters may change as plans continue to be refined; risks related to changes in laws, regulations and government practices; risks associated with the uncertainty of future prices of gold and silver and other metals and currency exchange rates; the risk that plant, equipment or processes may fail to operate as anticipated; risks related to accidents and labour disputes and other risks inherent to the mining and mineral exploration industry; risks associated with delays in obtaining governmental approvals or

financing or in the completion of exploration or development activities; risks related to the inherent uncertainty of mineral resource and mineral reserve estimates; risks associated with uncertainties inherent to feasibility and other economic studies; health, safety and environmental risks; and the risks discussed under the heading “*Risk Factors*” and elsewhere in the Circular, including in the documents incorporated by reference in the Circular.

Securityholders are cautioned that the foregoing list of factors is not exhaustive. Additional information on other factors that could affect the operations or financial results of the Parties is included in reports filed by the Company and the Purchaser with the securities commissions or similar authorities in Canada (which are available under the Company’s and the Purchaser’s respective SEDAR profile at www.sedar.com).

The forward-looking statements and information contained in this Circular are made as of the date hereof and the Company and Lundin Mining undertake no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless required by applicable Securities Laws and readers should also carefully consider the matters discussed under the heading “*Risk Factors*”, “*Information Concerning the Combined Company*” and the risks described in the annual information form for Lundin Mining dated February 17, 2022 and the management discussion and analysis for Lundin Mining for the year ended December 31, 2021 and other documents incorporated by reference herein. All forward-looking statements contained in Appendix F and elsewhere in this Circular are expressly qualified in their entirety by the cautionary statements set forth above and in any document incorporated by reference herein.

Reference to Financial Information and Additional Information

Financial information provided in the Company’s comparative annual financial statements and Josemaria Resources’ management discussion and analysis for the year ended December 31, 2021 is available on SEDAR at www.sedar.com. You can obtain additional documents related to the Company without charge on SEDAR at www.sedar.com. You can also obtain documents related to the Company without charge by visiting the Company’s website at www.josemariaresources.com.

GLOSSARY OF TERMS

In this Circular, the following capitalized words and terms shall have the following meanings:

“**2020 Facilities**” has the meaning ascribed thereto in “*Information Concerning Josemaria Resources – 2020 Facilities*”.

“**2021 Facilities**” has the meaning ascribed thereto in “*Information Concerning Josemaria Resources – 2021 Facilities*”.

“**Acceptable Confidentiality Agreement**” means a confidentiality agreement between the Company and a third party other than the Purchaser: (a) that is entered into in accordance with Section 5.1(c) of the Arrangement Agreement; (b) that contains confidentiality and standstill restrictions that are no less restrictive than those set out in the Confidentiality Agreement; and (c) that does not preclude or limit the ability of the Company to disclose information relating to such agreement or the negotiations contemplated thereby, to the Purchaser.

“**Acquisition Agreement**” means any letter of intent, memorandum of understanding or other Contract, agreement in principle, acquisition agreement, merger agreement or similar agreement or understanding with respect to any Acquisition Proposal.

“**Acquisition Proposal**” means, whether or not in writing, any (a) proposal with respect to: (i) any direct or indirect acquisition by take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in any person or group of persons acting jointly or in concert (as such term is defined in National Instrument 62-104 – *Takeover Bids and Issuer Bids*, or in the case of a parent to parent transaction, their shareholders) (other than the Purchaser and its affiliates) beneficially owning Josemaria Shares (or securities convertible into or exchangeable or exercisable for Josemaria Shares) representing 20% or more of the Josemaria Shares then outstanding; (ii) any plan of arrangement, amalgamation, merger, share exchange, consolidation,

recapitalization, reorganization, liquidation, dissolution, business combination or other similar transaction in respect of the Company or its subsidiaries that, individually or in the aggregate, constitutes 20% or more of the consolidated assets of the Company and its subsidiaries, taken as a whole, or which contribute 20% or more of the consolidated revenue of the Company and its subsidiaries, taken as a whole, in each case, determined based on the consolidated financial statements of the Company most recently filed prior to such time as part of the Company Public Disclosure Record; or (iii) any direct or indirect acquisition by any person or group of persons (other than the Purchaser and its affiliates) of any assets of the Company and/or any interest in its subsidiaries (including shares or other equity interest of its subsidiaries) that are or that hold the Josemaria Project or individually or in the aggregate contribute 20% or more of the consolidated revenue of the Company and its subsidiaries or constitute or hold 20% or more of the fair market value of the assets of the Company and its subsidiaries, taken as a whole, in each case based on the consolidated financial statements of the Company most recently filed prior to such time as part of the Company Public Disclosure Record (or any sale, disposition, lease, license, royalty, alliance or joint venture, long-term supply agreement or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions; (b) transaction or series of transactions that would have the same effect to those referred to in (a); or (c) any public announcement of an intention to do any of the foregoing.

“**affiliate**” has the meaning set forth in the *Securities Act* (British Columbia).

“**allowable capital loss**” has the meaning ascribed thereto in “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses*”.

“**Arrangement**” means the arrangement under the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto in accordance with Section 9.9 of the Arrangement Agreement or the Plan of Arrangement or at the direction of the Court in the Final Order.

“**Arrangement Agreement**” means the arrangement agreement dated December 19, 2021, between the Purchaser and the Company, including the schedules attached thereto and the Company disclosure letter, as amended or varied pursuant to the terms thereof.

“**Arrangement Resolution**” means the special resolution of the Securityholders approving the Arrangement to be considered at the Meeting, substantially in the form and content of Appendix A hereto.

“**Associate**” and “**affiliate**” have the meanings respectively ascribed thereto in the *Securities Act* (British Columbia).

“**Beneficial Shareholder**” means a Person who holds Josemaria Shares through an Intermediary or who otherwise does not hold Josemaria Shares in the Person’s name.

“**Blakes**” means Blake, Cassels & Graydon LLP.

“**BMO Capital Markets**” means BMO Nesbitt Burns Inc.

“**Board**” means the board of directors of the Company, as constituted from time to time.

“**Board Recommendation**” means the unanimous determination of the Board, after consultation with legal and financial advisors and following the receipt and review of a unanimous recommendation from the Special Committee and the Fairness Opinion, that the Arrangement is fair to the Shareholders and the Arrangement and the entering of the Arrangement Agreement are in the best interests of the Company and the unanimous recommendation of the Board to Securityholders that they vote in favour of the Arrangement Resolution.

“**Broadridge**” means Broadridge Financial Solutions, Inc.

“**Business Day**” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario, or Vancouver, British Columbia.

“Canada-US Tax Treaty” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dividends on Lundin Mining Shares”*.

“Candelaria Report” means the technical report entitled “Technical Report for the Candelaria Copper Mining Complex, Atacama Region, Region III, Chile” dated effective November 28, 2018 prepared for Lundin Mining by Glen Cole, P.Geo., Benny Zhang, P.Eng., John Nilsson, P.Eng., Adrian Dance, P.Eng., and Cameron C. Scott, P.Eng., each of whom is a Qualified Person.

“Cash Consideration” means \$1.60 per Josemaria Share.

“CBCA” means the *Canada Business Corporations Act*, as amended.

“Change of Recommendation” means either (A) the Board or any committee thereof fails to publicly make a recommendation that the Shareholders vote in favour of the Arrangement Resolution as contemplated in the Arrangement Agreement or the Company or the Board, or any committee thereof, withdraws, modifies, qualifies or changes in a manner adverse to the Purchaser, the Board Recommendation (it being understood that publicly taking no position or a neutral position by the Company and/or the Board with respect to an Acquisition Proposal for a period exceeding five Business Days after an Acquisition Proposal has been publicly announced (or beyond the date which is one day prior to the Meeting, if sooner)) shall be deemed to constitute such a withdrawal, modification, qualification or change, (B) the Purchaser requests that the Board reaffirm its recommendation that the Shareholders vote in favour of the Arrangement Resolution and the Board shall not have done so by the earlier of (x) the third Business Day following receipt of such request and (y) the Meeting, or (C) the Company and/or the Board, or any committee thereof, accepts, approves, endorses or recommends any Acquisition Proposal or proposes publicly to accept, approve, endorse or recommend any Acquisition Proposal.

“Chapada Report” means the technical report entitled “Technical Report on the Chapada Mine, Goiás State, Brazil” dated effective June 30, 2019 prepared for Lundin Mining by Chester M. Moore, P.Eng., Hugo M. Miranda, ChMC(RM), Andrew P. Hampton, M.Sc., P.Eng., and David G. Ritchie, M.Eng., P.Eng., each of whom is a Qualified Person.

“Circular” means this management information circular, including the Notice of Meeting and all appendices hereto and all documents incorporated by reference herein, and all amendments or supplements hereof.

“Combined Company” means Lundin Mining after completion of the Arrangement.

“commercially reasonable efforts” with respect to either Party means the cooperation of such Party and the use by it of its reasonable efforts consistent with reasonable commercial practice without payment or incurrence of any material liability or obligation.

“Company” or **“Josemaria Resources”** means Josemaria Resources Inc., a company existing under the CBCA.

“Company Financial Statements” as such term is used in the Arrangement Agreement, means collectively, (i) the audited consolidated financial statements of the Company as at, and for the years ended, December 31, 2020 and December 31, 2019 including the notes thereto and the auditor’s report thereon; and (ii) the unaudited condensed interim consolidated financial statements of the Company as at, and for the three and nine months ended September 30, 2021 including the related notes thereto.

“Company Properties” has the meaning ascribed thereto in the Arrangement Agreement.

“Company Public Disclosure Record” means all documents filed by or on behalf of the Company on SEDAR since January 1, 2019 and prior to December 19, 2021 that are publicly available as of December 19, 2021.

“Confidentiality Agreement” means the confidentiality agreement between the Company and the Purchaser dated May 19, 2021, as amended on October 15, 2021 and December 10, 2021.

“Consideration” means the consideration to be received by Shareholders pursuant to the Plan of Arrangement in consideration for their Josemaria Shares consisting of (i) the Cash Consideration, subject to the Maximum Cash Consideration; (ii) the Share Consideration, subject to the Maximum Share Consideration; or (iii) any combination thereof, at the election or deemed election of the Shareholder and subject to pro-rata in accordance with the Plan of Arrangement.

“Consideration Shares” means the Lundin Mining Shares to be issued as Share Consideration pursuant to the Arrangement.

“Contract” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership, note, instrument, or other right or obligation (whether written or oral) to which a Party, or any of its subsidiaries, is a party or by which a Party, or any of its subsidiaries, is bound or affected or to which any of their respective properties or assets is subject.

“Controlling Individual” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Court” means the Supreme Court of British Columbia.

“COVID-19” means the coronavirus disease 2019 (dubbed as COVID-19), caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and/or any other virus or disease developing from or arising as a result of SARS-CoV-2 and/or COVID-19.

“CRA” means the Canada Revenue Agency.

“Data Room” has the meaning ascribed thereto in *“The Arrangement – Background to the Arrangement”*.

“Debentures” means the Lorito Facility, the 2020 Facilities and the 2021 Facilities.

“Demand for Payment” has the meaning ascribed thereto in *“Plan of Arrangement – Dissenting Shareholders’ Rights”*.

“Depository” means Computershare Investor Services Inc., in its capacity as the depository in connection with the Arrangement.

“Dissent Procedures” means the dissent procedures, as described in the Interim Order.

“Dissent Rights” means the rights of dissent exercised by Registered Shareholders as of the Record Date under Section 190 of the CBCA in respect of the Arrangement, as described in the Plan of Arrangement.

“Dissenting Shareholder” means a Registered Shareholder as of the Record Date that duly and validly exercises Dissent Rights in respect of all Josemaria Shares held and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

“DPSP” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment”*.

“DRS Advices” means the direct registration system advices held by some Shareholders representing their Josemaria Shares.

“Eagle Report” means the technical report entitled “NI 43-101 Technical Report on the Eagle Mine, Michigan, USA” dated April 26, 2017, prepared for Lundin Mining by Graham G. Clow, P.Eng., Normand L. Lecuyer, P.Eng., David W. Rennie, P.Eng., and Brenna J.Y. Scholey, P.Eng., each of whom is a Qualified Person.

“Effective Date” means the date upon which all of the conditions to completion of the Arrangement as set forth in the Arrangement Agreement have been satisfied or waived and all documents agreed to be delivered thereunder have been delivered to the satisfaction of the parties thereto, acting reasonably.

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date.

“Elected Amount” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election”*.

“Election Date” means April 19, 2022, or as otherwise agreed in writing by the Purchaser and the Company. If you are a Euroclear Holder, the Election Deadline is April 13, 2022, see *“Shareholders Through Euroclear Sweden”* and *“The Arrangement – Exchange of Josemaria Resources Securities – Elections and Procedure”* for information relating to the Election Date.

“Election Deadline” means 4:30 pm (Vancouver time) at the place of deposit with the Depositary provided in the Letter of Transmittal on the Election Date. For Euroclear Holders, please see *“Shareholders Through Euroclear Sweden”* and *“The Arrangement – Exchange of Josemaria Resources Securities – Elections and Procedure”* for information relating to the Election Deadline.

“Eligible Holder” means a Shareholder who is (a) a resident of Canada for the purposes of the Tax Act and any applicable income tax treaty, holds Josemaria Shares as capital property and who is not exempt from tax on income under the Tax Act, or (b) a non-resident of Canada for the purposes of the Tax Act and any applicable income tax treaty, whose Josemaria Shares constitute “taxable Canadian property” (as defined by the Tax Act) and who is not exempt from Canadian tax in respect of any gain realized on the disposition of Josemaria Shares by reason of an exemption contained in an applicable income tax treaty, or (c) a partnership if one or more members of the partnership are described in (a) or (b).

“Employment Agreements” has the meaning ascribed thereto in *“Plan of Arrangement – Employment Agreements and Compensation Bonus”*.

“Euroclear Election Deadline” has the meaning ascribed thereto in *“Important information for Holders of Euroclear Sweden Registered Josemaria Shares – Election”*.

“Euroclear Election Form” has the meaning ascribed thereto in *“Important information for Holders of Euroclear Sweden Registered Josemaria Shares – Election”*.

“Euroclear Holders” means Shareholders who hold Josemaria Shares directly through Euroclear Sweden.

“Exchange Ratio” means 0.1487 of a Lundin Mining Share for each Josemaria Share.

“Fairness Opinion” means an opinion of BMO Capital Markets to the effect that, as of the date of the Arrangement Agreement, the Consideration to be received by the Shareholders is fair, from a financial point of view, to the Shareholders.

“Final Hearing” has the meaning ascribed thereto in *“Plan of Arrangement – Final Order”*.

“Final Order” means an order of the Court, approving the Arrangement under Section 192 of the CBCA, in form and substance acceptable to both the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended on appeal (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably).

“Final Proscription Date” has the meaning ascribed thereto in *“The Arrangement – Exchange of Josemaria Resources Securities – Extinction of Rights”*.

“Former Shareholder” means a holder of Josemaria Shares immediately prior to the Effective Time.

“Governmental Authority” means (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing, (b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing, and (c) any stock exchange, including the TSX and Nasdaq Stockholm.

“Holder” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations”*.

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board.

“Initial Proposal” has the meaning ascribed thereto in *“The Arrangement – Background to the Arrangement”*.

“Interim Facility” has the meaning ascribed thereto in *“Summary – Interim Financing”*.

“Interim Order” means the order of the Court made pursuant to Section 192 of the CBCA dated March 10, 2022, attached hereto as Appendix C to this Circular, providing for, among other things, the calling and holding of the Meeting.

“Intermediary” means, collectively, a broker, investment dealer, bank, trust company, nominee or other intermediary.

“Josemaria AIF” has the meaning ascribed thereto in *“Information Concerning Josemaria Resources – Documents Incorporated by Reference”*.

“Josemaria Options” means the outstanding stock options to purchase Josemaria Shares granted under the Josemaria Option Plan.

“Josemaria Option In-The-Money Amount” in respect of a Josemaria Option means the amount, if any, by which the total fair market value of the Josemaria Shares that a holder is entitled to acquire on exercise of the Josemaria Option immediately before the Effective Time exceeds the aggregate exercise price to acquire such Josemaria Shares at that time.

“Josemaria Option Plan” means the amended share option plan of the Company, which was last approved by the Company’s board of directors on May 5, 2020 and most recently approved by the Company’s shareholders on June 16, 2020.

“Josemaria Project” or **“Project”** has the meaning ascribed thereto in *“Information Concerning Josemaria Resources”*.

“Josemaria Shares” means the issued and outstanding common shares of Josemaria Resources.

“Josemaria Technical Report” means the technical report prepared for the Company entitled “NI 43-101 Technical Report, Feasibility Study for the Josemaria Copper-Gold Project, San Juan Province, Argentina,” dated November 5, 2020, with an effective date of September 28, 2020.

“Law” or **“Laws”** means all laws, statutes, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the

common law or principles of law or equity and the term “applicable” with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities.

“**Liens**” means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“**Letter of Transmittal**” means the letter of transmittal and election form to be sent to the Shareholders for use in connection with the Arrangement.

“**Locked-up Shareholders**” means collectively, (i) the directors and officers of the Company; (ii) the special advisors to the Board; (iii) Lorito; and (iv) Zebra, each of whom has entered into a Voting and Support Agreement.

“**Lorito**” means Lorito Holdings S.à.r.l., a corporation incorporated under the laws of Luxembourg.

“**Lorito 2020 Facility**” has the meaning ascribed thereto in “*Information Concerning Josemaria Resources – 2020 Facilities*”.

“**Lorito 2021 Facility**” has the meaning ascribed thereto in “*Information Concerning Josemaria Resources – 2021 Facilities*”.

“**Lorito Facility**” has the meaning ascribed thereto in “*Information Concerning Josemaria Resources – Lorito Facility*”.

“**Lundin Mining AIF**” has the meaning ascribed thereto in “*Appendix F – Information Concerning Lundin Mining Corporation*”.

“**Lundin Mining Board**” has the meaning ascribed thereto in “*Appendix F – Information Concerning Lundin Mining Corporation*”.

“**Lundin Mining Financial Statements**” has the meaning ascribed thereto in “*Appendix F – Information Concerning Lundin Mining Corporation*”.

“**Lundin Mining Material Adverse Effect**” means any result, fact, change, effect, event, circumstance, occurrence or development that, taken together with all other results, facts, changes, effects, events, circumstances, occurrences or developments, has or would reasonably be expected to have a material and adverse effect on the business, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), or financial condition of the Purchaser and its subsidiaries, taken as a whole, provided, however, that any result, fact, change, effect, event, circumstance, occurrence or development that arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to any of the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, a Lundin Mining Material Adverse Effect:

- (a) changes, developments or conditions in or relating to general political, economic or financial or capital market conditions in Canada, the United States or globally;
- (b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority;
- (c) changes or developments affecting the global mining industry in general;

- (d) any outbreak or escalation of hostilities or war or acts of terrorism or any natural disaster or general outbreaks of illness (including COVID-19);
- (e) any changes in the price of copper, nickel or zinc;
- (f) any generally applicable changes in IFRS;
- (g) the announcement or pendency of the Arrangement Agreement, including any lawsuit in respect of the Arrangement Agreement or the transactions contemplated thereby;
- (h) any actions taken (or omitted to be taken) at the written request, or with the prior written consent, of the Company;
- (i) any action taken by the Purchaser or its subsidiaries that is required pursuant to the Arrangement Agreement (excluding any obligation to act in the ordinary course of business); or
- (j) a change in the market price or trading volume of the Lundin Mining Shares as a result of the announcement of the execution of the Arrangement Agreement or of the transactions contemplated thereby;

provided, however, that each of the clauses (a) through (f) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein related primarily to (or have the effect of relating primarily to) the Purchaser and its subsidiaries taken as a whole or disproportionately adversely affect the Purchaser and its subsidiaries taken as a whole in comparison to other persons who operate in the mining industry and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Lundin Mining Material Adverse Effect has occurred.

“Lundin Mining Shares” means common shares in the capital of the Lundin Mining.

“Lundin Mining Technical Reports” means the Candelaria Report, Chapada Report, Eagle Report and Neves-Corvo Report.

“Material Adverse Effect” means any result, fact, change, effect, event, circumstance, occurrence or development that, taken together with all other results, facts, changes, effects, events, circumstances, occurrences or developments, has or would reasonably be expected to have a material and adverse effect on the business, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), financial condition of the Company and its subsidiaries, taken as a whole, or on the Josemaria Project, provided, however, that any result, fact, change, effect, event, circumstance, occurrence or development that arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to any of the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, a Material Adverse Effect:

- (a) changes, developments or conditions in or relating to general political, economic or financial or capital market conditions in Canada, the United States or globally;
- (b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority;
- (c) changes or developments affecting the global mining industry in general;
- (d) any outbreak or escalation of hostilities or war or acts of terrorism or any natural disaster or general outbreaks of illness (including COVID-19);
- (e) any changes in the price of copper;

- (f) any generally applicable changes in IFRS;
- (g) the announcement or pendency of the Arrangement Agreement, including any lawsuit in respect of the Arrangement Agreement or the transactions contemplated thereby;
- (h) any actions taken (or omitted to be taken) at the written request, or with the prior written consent, of the Purchaser;
- (i) any action taken by the Company or its subsidiaries that is required pursuant to the Arrangement Agreement (excluding any obligation to act in the ordinary course of business); or
- (j) a change in the market price or trading volume of the Josemaria Shares as a result of the announcement of the execution of the Arrangement Agreement or of the transactions contemplated thereby;

provided, however, that each of clauses (a) through (f) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) the Company and its subsidiaries, taken as a whole, or disproportionately adversely affect the Company and its subsidiaries taken as a whole in comparison to other persons who operate in the mining industry and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Material Adverse Effect has occurred.

“Material Contract” means any Contract to which the Company or any of its subsidiaries is party or by which it or any of its assets, rights or properties are bound, that, if terminated or modified, would have a Material Adverse Effect and shall, without limitation, including the following: (a) any lease, license of occupation or mining claim relating to real property or the exploration or extraction of minerals from such subject real property by the Company or any of its subsidiaries, as tenant, with third parties; (b) any Contract under which the Company or any of its subsidiaries is obliged to make payments, or receives payments in excess of US\$5,000,000 in the aggregate in respect of expenditures; (c) any Contract under which the Company or any of its subsidiaries is obliged to make payments for a period of more than twelve months without any ability to cancel such Contract after an initial twelve month period has passed, excluding capital expenditure Contracts; (d) any partnership, limited liability company agreement, joint venture, alliance agreement or other similar agreement or arrangement relating to the formation, creation, operation, management, business or control of any partnership or joint venture; (e) any shareholders or stockholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements or commitments with respect to any shares or other equity interests of the Company or its subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of the Company or its subsidiaries; (f) any Contract under which indebtedness of the Company or its subsidiaries for borrowed money is outstanding or may be incurred or pursuant to which any property or asset of the Company or its subsidiaries is mortgaged, pledged or otherwise subject to a Lien securing indebtedness in excess of US\$1,000,000, any Contract under which the Company or any of its subsidiaries has directly or indirectly guaranteed any liabilities or obligations of any person or any Contract restricting the incurrence of indebtedness by the Company or its subsidiaries or the incurrence of Liens on any properties or securities of the Company or its subsidiaries or restricting the payment of dividends or other distributions; (g) any Contract that purports to limit in any material respect the right of the Company or its subsidiaries to (i) engage in any line of business or (ii) compete with any person or operate or acquire assets in any location; (h) any agreement or Contract by virtue of which any of the Company Properties were acquired or constructed or are held by the Company or its subsidiaries or pursuant to which the construction, ownership, operation, exploration, exploitation, extraction, development, production, transportation, refining or marketing of such Company Properties are subject or which grant rights which are or may be used in connection therewith; (i) any Contract providing for the sale or exchange of, or option to sell or exchange, the Josemaria Project or any property or asset with a fair market value in excess of US\$1,000,000, or for the purchase or exchange of, or option to purchase or exchange, the Josemaria Project or any property or asset with a fair market value in excess of US\$1,000,000, in each case entered into in the past 12 months or in respect of which the applicable transaction has not been consummated; (j) any Contract entered into in the past 12 months or in respect of which the applicable transaction has not yet been consummated for the acquisition or disposition, directly or indirectly (by merger or otherwise), of material assets or shares (or other equity interest) of another person for aggregate consideration in excess of US\$1,000,000, in each case other than in the ordinary course of business (which ordinary course of

business includes, for greater certainty, blue chip swap transactions for the purpose of funding the Company's subsidiaries); (k) any Contract providing for indemnification by the Company or its subsidiaries, other than Contracts which provide for indemnification obligations of less than US\$1,000,000; (l) any Contract providing for a royalty, streaming or similar arrangement or economically equivalent arrangement in respect of any of the Company Properties; (m) any standstill or similar Contract currently restricting the ability of the Company to offer to purchase or purchase the assets or equity securities of another person; (n) any Contract that is a material agreement with a Governmental Authority or with any first nations or aboriginal group; or (o) any other Contract that is or would reasonably be expected to be material to the Company or its subsidiaries.

"Maximum Cash Consideration" means the maximum aggregate amount of Cash Consideration to be paid to all Shareholders, being \$183,000,000, provided that the Maximum Cash Consideration shall be adjusted by \$0.48 in cash for each Josemaria Share issued following the date of the Arrangement Agreement and prior to the Effective Time.

"Maximum Share Consideration" means the maximum aggregate amount of Share Consideration to be paid to all Shareholders, being 39,700,000 Lundin Mining Shares, provided that the Maximum Share Consideration shall be adjusted by 0.1041 of a Lundin Mining Share for each Josemaria Share issued following the date of the Arrangement Agreement and prior to the Effective Time.

"Meeting" means the special meeting of the Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"MI 61-101" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"Nasdaq Stockholm" means the regulated market in Stockholm, Sweden, referred to as Nasdaq Stockholm stock exchange.

"Neves-Corvo Report" means the technical report entitled "NI 43-101 Technical Report for the Neves-Corvo Mine, Portugal" dated June 23, 2017 prepared for Lundin Mining by Richard Ellis, B.Sc., M.Sc. (MCSM), CGeol, EurGeol, FGS, and Phil Newall, B.Sc. (ARSM), PhD (ACSM), C.Eng., FIMMM, each of whom is a Qualified Person.

"NI 54-101" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"NOBO" means "non-objecting beneficial owners" and refers to Beneficial Shareholders who have not objected to their nominee disclosing certain ownership information about themselves to the Company.

"Non-Resident Holder" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*".

"Notice of Dissent" has the meaning ascribed thereto in "*Plan of Arrangement – Dissenting Shareholders' Rights*".

"OBO" means "objecting beneficial owners" and refers to those Beneficial Shareholders who have objected to their nominee disclosing ownership information about themselves to the Company.

"Offer to Pay" has the meaning ascribed thereto in "*Plan of Arrangement – Dissenting Shareholders' Rights*".

"Optionholders" means the holders of Josemaria Options.

"ordinary course of business", or any similar reference, means, with respect to an action taken or to be taken by any person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person and, in any case, is not unreasonable or unusual in the circumstances when considered in the context of the provisions of the Arrangement Agreement, as the same may be varied, in good faith and on a commercially reasonable basis, to take into account any response to the actual or reasonably anticipated effect of the COVID-19 pandemic.

“Outside Date” means June 30, 2022 or such later date as may be agreed to in writing by the Parties, provided that if the Effective Date has not occurred by June 30, 2022 as a result of the failure to satisfy any of the conditions set forth in Section 7.1, Section 7.2 or Section 7.3 of the Arrangement Agreement as a consequence, directly or indirectly, of any situation or circumstance arising as a result of, or in connection with, the COVID-19 pandemic, then any Party may elect by notice in writing delivered to the other Party by no later than 5:00 p.m. (Toronto time) on a date that is on or prior to such date or, in the case of subsequent extensions, the date that is on or prior to the Outside Date, as previously extended, to extend the Outside Date from time to time by a specified period of not less than five days and not more than 15 days, provided that in aggregate such extensions shall not exceed 90 days from June 30, 2022; provided further that, notwithstanding the foregoing, a Party shall not be permitted to extend the Outside Date if the failure to satisfy such condition is primarily the result of such Party’s failure to comply with its covenants in the Arrangement Agreement.

“Parties” means Josemaria Resources and Lundin Mining and **“Party”** means any of them.

“Person” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including a Governmental Authority), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means the plan of arrangement in the form of Appendix B and any amendments or variations thereto made in accordance with the provisions of the Arrangement Agreement or the Plan of Arrangement or at the direction of the Court.

“Pre-Acquisition Reorganization” means a reorganization of its business, operations, subsidiaries and assets or such other transactions as the Purchaser may reasonably request prior to the Effective Date, and the Plan of Arrangement, if required, shall be modified accordingly; provided, however, that the Company need not effect a Pre-Acquisition Reorganization which in the opinion of the Company: (i) would require the Company to obtain the prior approval of the Shareholders in respect of such Pre-Acquisition Reorganization; (ii) would materially impede, delay or prevent the consummation of the Arrangement (including giving rise to litigation by third parties); (iii) could be prejudicial to the Company or Shareholders or other securityholders, as a whole, in any respect, or (iv) cannot be unwound in the event the Arrangement is not consummated without adversely affecting the Company.

“Proceedings” means any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or inquiry before or by any Governmental Authority, or any claim, action suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding, including by any third party whatsoever.

“Proposed Amendments” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations”*.

“Purchaser” or **“Lundin Mining”** means Lundin Mining Corporation, a company existing under the CBCA.

“Record Date” means the record date for determining the Securityholders entitled to receive notice of and to vote at the Meeting, being the close of business on March 10, 2022 (Vancouver time) pursuant to the Interim Order.

“Registered Plans” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Eligibility for Investment”*.

“Registered Shareholder” means a registered holder of Josemaria Shares as recorded in the shareholder register of the Company.

“Regulation S” means Regulation S under the U.S. Securities Act.

“Regulatory Approvals” means sanctions, rulings, consents, orders, exemptions, permits, waivers, early termination authorizations, clearances, written confirmations of no intention to initiate legal proceedings and other approvals

(including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Authorities.

“Replacement Option” means an option or right to purchase Lundin Mining Shares granted by Purchaser in replacement of Josemaria Options on the basis set forth in Section 3.01(f) of the Plan of Arrangement.

“Replacement Option In-The-Money Amount” in respect of a Replacement Option means the amount, if any, by which the total fair market value of the Lundin Mining Shares that a holder is entitled to acquire on exercise of the Replacement Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Lundin Mining Shares at that time.

“Required Securityholder Approval” means the approval of the Arrangement Resolution by at least: (i) 66⅔% of the votes cast on such resolution by Shareholders present in person or represented by proxy at the Meeting; and (ii) 66⅔% of the votes cast on such resolution by Securityholders present in person or represented by proxy at the Meeting voting together as a single class.

“Resident Holder” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada”*.

“Returns” means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes.

“Section 85 Election” has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election”*.

“Securities Authorities” means all applicable securities regulatory authorities, including the applicable securities commission or similar regulatory authorities in each of the provinces and territories of Canada, the SFSA, the TSX and Nasdaq Stockholm.

“Securities Laws” means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder, and all other applicable Canadian provincial and territorial securities Laws, the U.S. Securities Laws and Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, the Securities Market Act (SFS 2007:528), the Takeover Act (SFS 2006:451), the Securities Trading Act (SFS 1991:980), the rules issued by the SFSA, the rules regarding “good stock market practise in Sweden” and all other applicable Swedish securities rules and Laws.

“Securityholders” means, collectively, the Shareholders and the Optionholders, and **“Securityholder”** means any one of them.

“SEDAR” means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities.

“Semi-Annual Variable Performance Dividend” means the semi-annual variable performance dividend of \$0.11 per Lundin Mining Share to be paid to Lundin Mining shareholders payable on April 15, 2022 to Lundin Mining shareholders who hold Lundin Mining Shares at the close of business on March 25, 2022.

“Senior Officer” has the meaning ascribed thereto in MI 61-101.

“SFSA” means the Swedish Financial Supervisory Authority.

“Share Consideration” means 0.1487 of a Lundin Mining Share for each Josemaria Share.

“Share Consideration Cash Payment” has the meaning ascribed thereto in the Plan of Arrangement.

“Shareholders” means the holders of Josemaria Shares.

“Special Committee” means the Special Committee established by the Board in connection with the transactions contemplated by the Arrangement Agreement.

“subsidiary” means, with respect to a specified entity, any:

- (a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation;
- (b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and
- (c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity.

“Superior Proposal” means a *bona fide* Acquisition Proposal made in writing on or after the date of the Arrangement Agreement by a person or persons “acting jointly or in concert” (as such term is defined in National Instrument 62-104 – *Takeover Bids and Issuer Bids*) (other than the Purchaser and its affiliates) that did not result from a breach of Article 5 of the Arrangement Agreement and which (or in respect of which):

- (a) is to acquire not less than all of the outstanding Josemaria Shares not owned by the person or persons or all or substantially all of the assets of the Company on a consolidated basis;
- (b) the Board has determined in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would, taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of noncompletion), result in a transaction which is more favourable to the Shareholders from a financial point of view than the Arrangement (taking into account any amendments to the Arrangement Agreement and the Arrangement proposed by the Purchaser pursuant to Section 5.1(g) of the Arrangement Agreement);
- (c) in the case of an Acquisition Proposal that relates to the acquisition of all of the outstanding Josemaria Shares, is made available to all of the Shareholders on the same terms and conditions;
- (d) is not subject to any financing condition and in respect of which adequate arrangements have been made to ensure that the required funds will be available to effect payment in full;
- (e) is not subject to any due diligence and/or access condition; and
- (f) the Board has determined in good faith, after consultation with financial advisors and outside legal counsel, is capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal.

“Superior Proposal Notice Period” has the meaning ascribed thereto in “*The Arrangement Agreement – Non-Solicitation and Right to Match*”.

“Swedish Prospectus” means a prospectus, and if applicable a prospectus supplement, prepared by the Purchaser and subsequently approved by the SFSA and published by the Purchaser in accordance with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

“Tax” or “Taxes” means any and all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, gross income, income as specifically defined, earnings, gross receipts, capital gains, profits, business royalty or selected items of income, earnings or profits, and specifically including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, state profit share taxes, windfall or excess profit taxes, capital taxes, royalty taxes, production taxes, payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, value added taxes, ad valorem taxes, excise taxes, alternative or add-on minimum taxes, franchise taxes, gross receipts taxes, licence taxes, occupation taxes, real and personal property taxes, stamp taxes, anti-dumping taxes, countervailing taxes, occupation taxes, environment taxes, transfer taxes, and employment or unemployment insurance premiums, social insurance premiums and worker’s compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever together with any interest, penalties, additional taxes, fines and other charges and additions that may become payable in respect thereof including any interest in respect of such interest, penalties and additional taxes, fines and other charges and additions, whether disputed or not.

“Tax Act” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

“Tax Instruction Letter” has the meaning ascribed thereto in “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election*”.

“taxable capital gain” has the meaning ascribed thereto in “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses*”.

“Termination Fee” means C\$20,000,000 payable by Josemaria Resources to Lundin Mining, on and subject to the terms of the Arrangement Agreement.

“Transfer Agent” means Computershare Investor Services Inc., in its capacity as transfer agent and registrar to the Company.

“TSX” means the Toronto Stock Exchange.

“U.S. Exchange Act” means the *United States Securities Exchange Act of 1934*, and the rules and regulations promulgated thereunder, as the same has been, and hereafter from time to time, may be amended.

“U.S. Securities Act” means the *United States Securities Act of 1933*, and the rules and regulations promulgated thereunder, as the same has been, and hereinafter from time to time may be, amended.

“U.S. Securities Laws” means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act and the U.S. Exchange Act, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the United States.

“U.S. Securityholders” means Securityholders that are in or a resident of the United States.

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“VIF” means voting instruction form.

“Voting and Support Agreements” means the voting and support agreements dated as of December 19, 2021 between the Purchaser and the Locked-up Shareholders and other voting and support agreements that may be entered into after December 19, 2021 by the Purchaser and other shareholders of the Company, which agreements provide that such shareholders shall, among other things, vote all Josemaria Shares of which they are the registered or beneficial holder or over which they have control or direction, in favour of the Arrangement and not dispose of their Josemaria Shares.

“VP-notice” has the meaning ascribed thereto in *“Blocked Trading in Josemaria Shares Held Through Euroclear Sweden”*.

“VWAP” means volume weighted average price.

“Zebra” means Zebra Holdings and Investments S.à.r.l., a corporation incorporated under the laws of Luxembourg.

“Zebra 2017 Facility” means the US\$1 million unsecured credit facility entered into by the Company with Zebra on November 9, 2017, as evidenced by a debenture, which was repaid in full on January 4, 2018 and matured on August 9, 2018.

“Zebra 2018 Facility” means the US\$5 million unsecured credit facility entered into by the Company with Zebra on October 5, 2018, as evidenced by a debenture, which was repaid in full on November 30, 2020 and matured on December 12, 2020.

“Zebra 2019 Facility” means the US\$10 million unsecured credit facility entered into by the Company with Zebra on October 25, 2019, as evidenced by a debenture, which was repaid in full on August 19, 2020 and matured on December 12, 2020.

“Zebra 2020 Facility” has the meaning ascribed thereto in *“Information Concerning Josemaria Resources – 2020 Facilities”*.

“Zebra 2021 Facility” has the meaning ascribed thereto in *“Information Concerning Josemaria Resources – 2021 Facilities”*.

SUMMARY

The following information is a summary of the contents of this Circular. This summary is provided for convenience only and the information contained in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and financial data and statements contained, or incorporated by reference, elsewhere in this Circular. Capitalized terms in this summary have the meaning set out in the “*Glossary of Terms*” or as set out herein. The full text of the Arrangement Agreement is available under the Company’s profile on SEDAR (www.sedar.com).

Date, Time and Place of Meeting The Meeting will be held virtually on April 21, 2022 at 10:00 a.m. (Vancouver time) via live audio webcast at meetnow.global/MG2RP2J.

The Record Date The Record Date for determining the Securityholders entitled to receive notice of and to vote at the Meeting is as of the close of business (Vancouver time) on March 10, 2022.

Purpose of the Meeting At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Securityholder Approval.

The Arrangement The purpose of the Arrangement is to effect the acquisition by the Purchaser of the Company. If the Arrangement Resolution is approved with the Required Securityholder Approval and all other conditions to the closing of the Arrangement are satisfied or waived, the Arrangement will be implemented by way of a court-approved plan of arrangement under the CBCA.

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, each at a one-minute interval, without any further act or formality:

- (a) each Josemaria Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to the Purchaser and the Purchaser shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 of the Plan of Arrangement, and the name of such holder shall be removed from the central securities register of the Company as a Shareholder and the Purchaser shall be recorded as the registered holder of, and shall be deemed to be the legal owner of, such Josemaria Shares;
- (b) any Former Shareholder who has not duly and validly completed a Letter of Transmittal by the Election Deadline shall be deemed to have elected to receive Share Consideration for their Josemaria Shares;
- (c) each issued Josemaria Share held by a Former Shareholder (other than the Purchaser, any subsidiary of the Purchaser or a Dissenting Shareholder) shall be transferred to the Purchaser (free and clear of any liens, charges and encumbrances of whatsoever nature) and each such Former Shareholder shall be entitled to receive, in exchange therefor and subject to the provisions of these steps and withholding rights under the Plan of Arrangement,

consideration comprised of, in accordance with the election or deemed election as provided by paragraph (b) of such Former Shareholder:

- (i) Cash Consideration of \$1.60 for each Josemaria Share held; or
 - (ii) Share Consideration of 0.1487 of a Lundin Mining Share for each Josemaria Share held, plus for each whole Lundin Mining Share issued to such Former Shareholder, \$0.11 in cash will also be paid to such Shareholder; or
 - (iii) any combination thereof;
- (d) for greater certainty, with respect to any election pursuant to the foregoing, a Former Shareholder may elect to receive a combination of the Cash Consideration and the Share Consideration in exchange for the aggregate number of Josemaria Shares in respect of which such election is made. The maximum aggregate amount of Cash Consideration to be paid to Former Shareholders is \$183,000,000. The maximum aggregate number of Lundin Mining Shares that may be elected by Former Shareholders is 39,700,000. The Maximum Cash Consideration and Maximum Share Consideration shall be adjusted by \$0.48 in cash and 0.1041 of a Lundin Mining Share, respectively, for each Josemaria Share issued following the date of the Arrangement Agreement and prior to the Effective Time. In the event that: (x) the aggregate amount of the Cash Consideration that would, but for this clause, be paid to Former Shareholders exceeds the Maximum Cash Consideration, then the Cash Consideration to be paid to any Former Shareholder who has elected or is deemed to have elected to receive Cash Consideration shall be determined by multiplying the total amount of Cash Consideration otherwise payable to such holder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Cash Consideration and the denominator of which is the aggregate amount of Cash Consideration otherwise payable to all Former Shareholders who have so elected (or are deemed to have elected), and such Former Shareholder shall be deemed to have elected a combination of Cash Consideration and Share Consideration such that the Cash Consideration will be reduced to reflect the Maximum Cash Consideration and the Share Consideration will be increased such that the Shareholder will receive Share Consideration for the remainder of their Josemaria Shares, for which they would otherwise have received Cash Consideration; or (y) the aggregate number of Lundin Mining Shares that would, but for this clause, be issuable to Former Shareholders exceeds the Maximum Share Consideration then the number of Lundin Mining Shares issuable to any Former Shareholder who has elected, or is deemed to have elected to receive Share Consideration shall, subject to rounding in accordance with Section 3.05 of the Plan of Arrangement, be determined by multiplying the total number of Lundin Mining Shares otherwise issuable to such Former Shareholder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Consideration and the denominator of which

is the aggregate number of Lundin Mining Shares otherwise issuable to all Former Shareholder who have so elected (or are deemed to have so elected), and such Former Shareholder shall be deemed to have elected to receive Cash Consideration for the remainder of their Josemaria Shares for which such Former Shareholder would, but for this clause, have received Lundin Mining Shares. For greater certainty, the Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration in this paragraph (d);

- (e) each Josemaria Option outstanding immediately prior to the Effective Time will vest and be exchanged for a fully-vested Replacement Option to acquire from Purchaser such number of Lundin Mining Shares as is equal to: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out above, the terms of each Josemaria Option shall be the same as the terms of the Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Josemaria Option would otherwise exceed the Josemaria Option In-The-Money Amount in respect of the Lundin Mining Replacement Option, the number of Lundin Mining Shares which may be acquired on exercise of the Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the Josemaria Option In-The-Money Amount in respect of the Josemaria Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

On completion of the Arrangement, the Company will be a wholly-owned subsidiary of Lundin Mining.

See *"The Arrangement"* in this Circular.

Interim Financing

As contemplated by the Arrangement Agreement, the Purchaser has provided to Josemaria Resources a loan in the principal amount of up to US\$100,000,000 in the form of a debenture (the **"Interim Facility"**) to finance certain anticipated activities of Josemaria Resources between the date of the Arrangement Agreement and the Effective Date. For further details see *"The Arrangement – Interim Financing"* in this Circular.

Replacement Options

Each Josemaria Option outstanding immediately prior to the Effective Time will vest and be exchanged for a Replacement Option to acquire from Lundin Mining, the

number of Lundin Mining Shares equal to the product of: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out in the Arrangement Agreement, the terms of each Josemaria Option shall be the same as the terms of the Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time.

Optionholders who intend to exercise vested Josemaria Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Optionholders who validly exercise their vested Josemaria Options for Josemaria Shares following the Election Deadline, or who validly exercise their vested Josemaria Options for Josemaria Shares prior to the Election Deadline but do not otherwise make a valid election prior to the Election Deadline, will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each such Josemaria Share held, subject to pro-ration.

See “*The Arrangement — Exchange of Josemaria Resources Securities — Elections and Procedure*” and “*The Arrangement — Exchange of Josemaria Resources Securities — Treatment of Josemaria Options*” in this Circular.

Recommendation of the Board

Based on its considerations and investigations, including consultation with its financial and legal advisors, reviewing the report of the Special Committee and its own deliberations and the Fairness Opinion, the Board (subject to a director declaring his interest and abstaining from voting on the matter) unanimously determined that the Arrangement is in the best interests of Josemaria Resources and is fair to the Shareholders. **Accordingly, the Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.** Each director and senior officer of the Company intends to vote all of such director’s and senior officer’s securities FOR the Arrangement Resolution.

The provisions of the Arrangement Agreement are the result of arm’s length negotiations between the Company and the Purchaser and their respective legal advisors. See “*The Arrangement — Background to the Arrangement*” in this Circular.

Reasons for the Arrangement

In the course of their evaluation, the Board and Special Committee carefully considered a variety of factors with respect to the Arrangement including, among others, the following:

- **Premium.** The Consideration to be received by Shareholders pursuant to the Arrangement represents a premium of 31% on a spot basis and 29% using the trailing 10-day volume weighted average trading price on the TSX of each company as of market close on December 17, 2021.

- **Strengths and Strategic Fit.** As 70% of the total Consideration is being offered in the form of shares of Lundin Mining, Shareholders are being offered the opportunity to benefit from:

- (i) the consolidation of significant and strategic mining assets globally;
- (ii) both jurisdictional and project risk diversification in a company that has multiple mines operating globally;
- (iii) enhanced share trading liquidity, and
- (iv) access to substantial corporate expertise in several functional areas including finance, IT, human resources and investor relations.

Shareholders will also be able to continue to participate in the potential upside from any operational success related to the properties of Josemaria Resources, as well as the properties of Lundin Mining. It is expected that Shareholders will hold or be issued a maximum of approximately 39.7 million Lundin Mining Shares, as may be adjusted in accordance with the Plan of Arrangement, on an outstanding undiluted basis representing approximately 5% of the total Lundin Mining Shares outstanding.

- **Process.** Josemaria Resources has communicated with several other parties regarding potential transactions. These parties included strategic parties as well as financial investors, and reviewed a wide array of potential transactions including strategic investments, streaming transactions, joint ventures, and an outright purchase. The Arrangement has emerged as the most attractive path forward.
- **Business and Industry Risks.** The business, operations, assets, financial condition, operating results and prospects of Josemaria Resources are subject to significant uncertainty, including risks associated with obtaining required financing on acceptable terms or at all. The Special Committee concluded that the Consideration under the Arrangement is more favourable to Shareholders than continuing with Josemaria Resources' current business plan in light of these risks and uncertainties.
- **Fairness Opinion.** The Fairness Opinion states that, subject to and based on the considerations, assumptions and limitations described therein, the Consideration is fair, from a financial point of view, to the Shareholders. The Board and Special Committee considered the compensation arrangements with BMO Capital Markets when considering the Fairness Opinion.
- **Acceptance by Directors, Officers and Significant Shareholders.** Pursuant to the Voting and Support Agreements, the directors and officers of Josemaria Resources and certain significant shareholders of Josemaria Resources agreed to vote all of their Josemaria Shares and Josemaria Options in favour of the Arrangement at the Meeting.

- **Ability to Respond to Unsolicited Superior Proposals.** Subject to the terms of the Arrangement Agreement, the Board will remain able to respond to any unsolicited *bona fide* written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal (as such term is defined in the Arrangement Agreement). The amount of the Termination Fee payable in certain circumstances, being \$20,000,000, would not, in the view of the Special Committee preclude a third party from potentially making a Superior Proposal.
- **Negotiated Transaction.** The Arrangement Agreement is the result of a comprehensive negotiation process with respect to the key elements of the Arrangement Agreement and Plan of Arrangement, which includes terms and conditions that are reasonable in the judgment of the Special Committee.
- **Fairness of the Conditions.** The Arrangement Agreement provides for certain conditions to completion of the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied in the judgment of the Special Committee.
- **Securityholder Approval.** The Arrangement must be approved by (i) not less than two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting, and (ii) not less than two-thirds of the votes cast by Shareholders and Optionholders present in person or represented by proxy at the Meeting, voting together as a single class.
- **Regulatory Approval.** The Plan of Arrangement must be approved by the Court which will consider, among other things, the fairness and reasonableness of the Plan of Arrangement to Shareholders.
- **Dissent Rights.** The terms of the Plan of Arrangement provide that Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if ultimately successful, receive fair value for their Josemaria Shares (as described in the Plan of Arrangement). See “*The Arrangement — Dissenting Shareholders’ Rights*” in this Circular for detailed information regarding the dissent rights of Shareholders in connection with the Arrangement.

See “*The Arrangement – Reasons for the Arrangement*” in this Circular.

Voting and Support Agreements

The Locked-up Shareholders have entered into the Voting and Support Agreements with the Purchaser pursuant to which they have agreed to, among other things, vote in favour of the Arrangement Resolution. As of December 20, 2021, the Locked-up Shareholders hold a total of 162,015,817 Josemaria Shares, representing approximately 42% of the outstanding Josemaria Shares, they also hold a total of 12,999,000 Josemaria Options, representing approximately 73.50% of the outstanding Josemaria Options that may be voted at the Meeting.

See “*The Arrangement – Voting and Support Agreements*” in this Circular.

Conditions to Completion of the Arrangement

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by the Company or the Purchaser, as applicable, at or prior to the Effective Date, including the following:

- (i) the Arrangement Resolution will have been approved by the Securityholders at the Meeting in accordance with the Interim Order and applicable Laws;
- (ii) the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and the Purchaser, each acting reasonably;
- (iii) the necessary conditional approvals of the TSX, Nasdaq Stockholm, and the approval and registration of the SFSA of the Swedish Prospectus, will have been obtained;
- (iv) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will have been taken under any Laws or by any Governmental Authority that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;
- (v) the Consideration Shares and Replacement Options to be issued in the United States pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof; and
- (vi) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to a number of additional conditions precedent, of which the following are for the exclusive benefit of the Purchaser and may be waived by the Purchaser. The conditions include, among other things:

- (i) the Company shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;
- (ii) the representations and warranties of the Company being true and correct as of the Effective Date, as provided for in the Arrangement Agreement;
- (iii) the Shareholders not having exercised Dissent Rights representing more than 5% of the Josemaria Shares then outstanding;
- (iv) a Material Adverse Effect has not occurred or have been disclosed to the public (if previously undisclosed to the public) since the date of the Arrangement Agreement;
- (v) the Purchaser having received a certificate of the Company certifying that the conditions precedent have been satisfied or waived;
- (vi) all waivers, consents, permits etc. under or pursuant to any Material Contract which the Purchaser has determined necessary having been

obtained on terms which are satisfactory to the Purchaser, acting reasonably; and

- (vii) there being no pending or threatened Proceeding by any Governmental Authority that would result in a: (i) prohibition or restriction on the acquisition by the Purchaser of any Josemaria Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement; (ii) prohibition or material limit on the ownership by the Purchaser of the Company or any material portion of their respective businesses; and (iii) imposition of limitations on the ability of the Purchaser to acquire or hold any Josemaria Shares, including the right to vote such Josemaria Shares.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent, of which the following are for the exclusive benefit of the Company and may be waived by the Company. The conditions include, among other things:

- (i) the Purchaser shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;
- (ii) the representations and warranties of the Purchaser being true and correct as of the Effective Date as provided for in the Arrangement Agreement;
- (iii) since the date of the Arrangement Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Lundin Mining Material Adverse Effect;
- (iv) the Company having received a certificate of the Purchaser certifying that the conditions precedent have been satisfied or waived; and
- (v) the Purchaser having paid the Consideration and the Depositary having confirmed receipt of the Consideration.

See *"The Arrangement Agreement – Conditions to Closing"* in this Circular.

Non-Solicitation

In the Arrangement Agreement, the Company has agreed, subject to certain exceptions, that it will not, directly or indirectly, solicit or participate in any discussions or negotiations regarding a proposal by a third party to acquire the Company or its assets and will give prompt notice to the Purchaser should the Company receive such a proposal or a request for non-public information that it reasonably believes would lead to such a proposal.

See *"The Arrangement Agreement – Non-Solicitation and Right to Match"* in this Circular.

Termination of Arrangement Agreement

The Company and the Purchaser may agree in writing to terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Arrangement becoming effective. In addition, the Company or the Purchaser may terminate the Arrangement Agreement and abandon the Arrangement at any time

prior to the Effective Date if certain specific events occur. Depending on the termination event, the Termination Fee may be payable by the Company.

See *"The Arrangement Agreement – Termination of the Arrangement Agreement"* in this Circular.

Fairness Opinion

The Fairness Opinion concludes that, subject to and based on the considerations, assumptions and limitations described therein, the Consideration is fair, from a financial point of view, to the Shareholders. The Board and Special Committee considered the compensation arrangements with BMO Capital Markets when considering the Fairness Opinion.

See *"The Arrangement – Fairness Opinion"* in this Circular and Appendix E.

Letter of Transmittal

A Letter of Transmittal for the Registered Shareholders is enclosed with this Circular. The Letters of Transmittal will include an election form that sets out the procedures to be followed by such Shareholders to elect to receive, as consideration for such Shareholders' Josemaria Shares: (a) the Cash Consideration; or (b) the Share Consideration (together with the applicable Share Consideration Cash Payment), or (c) any combination thereof, in each case subject to pro-rata, for each Josemaria Share held and to deposit their Josemaria Shares. If the Arrangement becomes effective, in order to receive a physical certificate(s) or DRS Advice(s) representing Lundin Mining Shares in exchange for the Josemaria Shares to which the Shareholder is entitled under the Plan of Arrangement, a Registered Shareholder must deliver the Letter of Transmittal properly completed and duly executed, together with share certificate(s) or DRS Advice(s) representing its Josemaria Shares and all other required documents to the Depositary at the address set forth in the Letter of Transmittal before the Election Deadline. If the Arrangement is not completed, the Letter of Transmittal will be of no effect and the Depositary will return all share certificates or DRS Advices representing the Josemaria Shares to the holders thereof as soon as practicable at the address specified in the Letter of Transmittal. Shareholders whose Josemaria Shares are registered in the name of an Intermediary must contact their Intermediary to deposit their Josemaria Shares. **If you fail to make a proper election prior to the Election Deadline (being April 19, 2022) or choose not to make an election, you will be deemed to have elected for the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each Josemaria Share held, subject to pro-rata.**

If a Shareholder following the Effective Date fails to deliver and surrender its Josemaria Shares to the Depositary by the Final Proscription Date, then the certificates or DRS Advices representing such Lundin Mining Shares, to which such Former Shareholder was entitled, shall be delivered to Lundin Mining by the Depositary and the share certificates or DRS Advices shall be cancelled by Lundin Mining, and the interest of the Former Shareholder in such Lundin Mining Shares to which it was entitled shall be terminated as of such Final Proscription Date.

Only Registered Shareholders are required to submit a Letter of Transmittal. **A Beneficial Shareholder holding Josemaria Shares through an Intermediary should contact that Intermediary for instructions and assistance in depositing their Josemaria Shares and carefully follow any instructions provided by such Intermediary.**

See *“The Arrangement – Exchange of Josemaria Resources Securities”* in this Circular.

For Euroclear Holders, the Euroclear Election Deadline is April 13, 2022. See *“Shareholders Through Euroclear Sweden”* and *“The Arrangement – Exchange of Josemaria Resources Securities – Elections and Procedure”*.

Election and Pro-ration

The Letter of Transmittal contains an election form, which Shareholders may use to elect to receive the Cash Consideration or the Share Consideration (together with the applicable Share Consideration Cash Payment), or any combination thereof, in exchange for their Josemaria Shares, subject to pro-ration. Such election MUST be made by the Election Deadline. If such holders fail to submit an election by the Election Deadline or chooses not to submit an election, each such holder will be deemed to have elected to receive the Share Consideration (together with the applicable Share Consideration Cash Payment), for each Josemaria Share held or to be issued pursuant to the Plan of Arrangement.

The Plan of Arrangement provides that the Maximum Cash Consideration is approximately \$183 million and the Maximum Share Consideration is approximately 39.7 million Lundin Mining Shares. The Maximum Cash Consideration and the Maximum Share Consideration will be adjusted by \$0.48 in cash and 0.1041 of a Lundin Mining Share, respectively, in connection with any Josemaria Shares issued following the date of the Arrangement Agreement and prior to the Effective Time. If the Shareholders collectively elect to receive the Cash Consideration in excess of the Maximum Cash Consideration or elect to receive the Share Consideration in excess of the Maximum Share Consideration, respectively, the Cash Consideration and the Share Consideration will be subject to pro-ration. The Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration.

None of Josemaria Resources, Lundin Mining or the Depositary are liable for failure to notify Shareholders who do not properly complete an election in their Letter of Transmittal, as the case may be, or who otherwise make a deficient deposit with the Depositary, as applicable.

Beneficial Shareholders whose Josemaria Shares are registered in the name of an Intermediary must contact their Intermediary to deposit their Josemaria Shares.

Depositing Shareholders are encouraged to deliver a properly completed and duly executed Letter of Transmittal together with the relevant share certificate(s) or DRS Advice(s) representing the Josemaria Shares and any other required documents to the Depositary as soon as possible.

The use of mail to transmit certificates or DRS Advices representing the Josemaria Shares and the Letter of Transmittal is at each holder's risk. The Company recommends that such certificates or DRS Advices and any other required documents be delivered by hand to the Depositary and a receipt therefore be obtained or that registered mail be used and appropriate insurance be obtained.

The Depositary will receive reasonable and customary compensation from Lundin Mining for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liability under securities laws and expenses in connection therewith.

For additional information, see *“The Arrangement — Exchange of Josemaria Resources Securities – Elections and Procedure”*, *“The Arrangement — Exchange of Josemaria Resources Securities – Pro-Ration”*, *“The Arrangement — Exchange of Josemaria Resources Securities – Exchange Procedure”*, and *“Shareholders Through Euroclear Sweden”*.

No Fractional Shares to be Issued

No fractional Lundin Mining Shares shall be issued to Former Shareholders. The number of Lundin Mining Shares to be issued to Former Shareholders shall be rounded up to the nearest whole Lundin Mining Share, as applicable, in the event that a Former Shareholder is entitled to a fractional share of 0.5 or more of a Lundin Mining Share and shall be rounded down to the nearest whole Lundin Mining Share, as applicable, in the event that a Former Shareholder is entitled to a fractional share representing less than 0.5 of a Lundin Mining Share.

Withholding Rights

The Company, the Purchaser and the Depositary will be entitled to deduct or withhold from any Consideration (and any Share Consideration Cash Payment) otherwise payable to any Shareholder and any other securityholder of the Company under the Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as the Company, the Purchaser or the Depositary is required to deduct or withhold with respect to such payment under the Tax Act, and the rules and regulations promulgated thereunder, or any provision of any federal, provincial, territorial, state, local or foreign tax law as counsel may advise is required to be so deducted or withheld by the Company, the Purchaser or the Depositary, as the case may be.

See *“The Arrangement – Exchange of Josemaria Resources Securities – Withholding Rights”*.

Court Approval of the Arrangement

Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Josemaria Resources will apply to the Court for the Final Order, to be held by videoconference on or about April 26, 2022 at 9:45 a.m. (Vancouver time) or as soon thereafter as counsel may be heard. Please see the Petition and Notice of Hearing of Petition, attached as Appendix D to this Circular, and the Interim Order, attached as Appendix C to this Circular, for further information on participating or presenting evidence at the hearing for the Final Order. At the hearing, the Court will consider, among other things, the fairness and reasonableness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit.

See *“The Arrangement – Court Approval of the Arrangement”* in this Circular.

Stock Exchange and Swedish Financial Supervisory Authority Approval

Lundin Mining Shares are listed on the TSX and Nasdaq Stockholm and it is a condition of the Arrangement that the Lundin Mining Shares to be issued or issuable in connection with the Arrangement are listed on the TSX and Nasdaq Stockholm, subject only to the satisfaction of the customary listing conditions of the TSX and the prior approval and registration of the SFSA of the Swedish Prospectus.

Josemaria Shares are listed on the TSX and Nasdaq Stockholm and the completion of the Arrangement is subject to the prior conditional approval of the TSX.

**Blocked Trading in
Josemaria Shares**

After the Swedish issuing agent, Aktieinvest, has received and registered duly completed Euroclear Election Forms for Shareholders holding their Josemaria Shares through Euroclear Sweden, the Shareholders' Josemaria Shares will be transferred to a new so called blocked securities account (Sw. *apportkonto*) which has been opened for each Shareholder whose Josemaria Shares are registered in the Euroclear Sweden system. In connection hereto, Euroclear Sweden will send a VP-notice showing the number of Josemaria Shares that have been removed from the original securities account and the VP-notice showing the number of Josemaria Shares that have been entered in the newly opened blocked securities account. Shareholders who do not make a valid election pursuant to the election form, will have their Josemaria Shares transferred to a new blocked securities account (Sw. *apportkonto*) on April 14, 2022.

As of the Effective Date, Shareholders through Euroclear Sweden will cease to be a shareholder of Josemaria Resources and will only be entitled to receive the appropriate number of Lundin Mining Shares and/or cash to which such Shareholders are entitled under the Arrangement.

**Canadian Securities Law
Matters**

Josemaria Resources is a reporting issuer in all provinces and territories of Canada. The Josemaria Shares currently trade on the TSX, Nasdaq Stockholm and OTCQB. After the Arrangement, Josemaria Resources will be a wholly-owned subsidiary of Lundin Mining, the Josemaria Shares will be delisted from the TSX, Nasdaq Stockholm and OTCQB and Lundin Mining expects to apply to the applicable Canadian securities regulators to have Josemaria Resources cease to be a reporting issuer.

The distribution of the Lundin Mining Shares and the issuance of Replacement Options pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Lundin Mining Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or to create a demand for the Lundin Mining Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such sale, and (iv) if the selling security holder is an insider or officer of Lundin Mining, the selling security holder has no reasonable grounds to believe that Lundin Mining is in default of Canadian Securities Laws.

Each Securityholder is urged to consult his or her professional advisors to determine the Canadian conditions and restrictions applicable to trades in Lundin Mining Shares issuable pursuant to the Arrangement.

See "*The Arrangement – Regulatory Matters and Securities Law Matters – Canadian Securities Law Matters*".

**Interests of Certain
Directors and Executive
Officers of Josemaria
Resources in the
Arrangement**

In considering the recommendation of the Board, Securityholders should be aware that certain members of the Board and the executive officers of Josemaria Resources have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Securityholders generally.

See *“The Arrangement – Interests of Certain Persons in the Arrangement”* in this Circular.

Rights of Dissent

Registered Shareholders are entitled to dissent from the Arrangement Resolution in the manner provided in the CBCA, as modified by the Interim Order and the Plan of Arrangement. A Registered Shareholder who wishes to dissent must ensure that: (a) a Notice of Dissent is received by the Company c/o Blake, Cassels & Graydon LLP, 595 Burrard St #2600, Vancouver, BC V7X 1L3, Attention: Trisha Robertson, by no later than 10:00 a.m. (Vancouver time) on April 19, 2022 (or by 10:00 a.m. on the second business day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures set forth in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, and described in the Circular.

See *“The Arrangement – Dissenting Shareholders’ Rights”* in this Circular. The text of Section 190 of the CBCA, which will be relevant in any dissent proceeding, is set forth in Appendix G to this Circular.

Risk Factors

There is a risk that the Arrangement may not be completed. If the Arrangement is not completed, Josemaria Resources will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Additionally, failure to complete the Arrangement could materially and negatively impact the trading price of the Josemaria Shares.

The risk factors described under the heading *“Risk Factors”* and under the heading *“Risk Factors”* in Appendix F attached to this Circular should be carefully considered by Securityholders.

Canadian and Swedish Income Tax Considerations

Securityholders should carefully review the tax considerations described in this Circular and are urged to consult their own tax advisors in regard to their particular circumstances. See *“Certain Canadian Federal Income Tax Considerations”* and *“Certain Swedish Income Tax Considerations”* for a discussion of certain Canadian federal income tax considerations and Swedish income tax considerations, respectively.

INFORMATION CONCERNING THE MEETING

Purpose of the Meeting

At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Securityholder Approval.

Date, Time and Place of the Meeting

The Meeting will be held virtually on April 21, 2022 at 10:00 a.m. (Vancouver time) via live audio webcast at meetnow.global/MG2RP2J.

Record Date

Pursuant to the Interim Order, the Record Date for determining persons entitled to receive notice of and vote at the Meeting is March 10, 2022. Securityholders of record as at the close of business (Vancouver time) on March 10, 2022 will be entitled to attend virtually and vote at the Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular.

Solicitation of Proxies

The Company is providing this Circular and a form of proxy in connection with management's solicitation of proxies for use at the Meeting of the Company to be held April 21, 2022 and at any postponement(s) or adjournment(s) thereof. Unless the context otherwise requires, when we refer in this Circular to the Company, any subsidiaries are also included.

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. All costs of this solicitation will be borne by the Company.

In this Circular, references to "C\$ or \$" are to amounts in Canadian dollars and references to "US\$" are to amounts in United States dollars unless otherwise indicated.

Appointment of Proxyholders

If you do not participate and vote at the Meeting, you can still make your votes count by appointing a person or company who will login to the Meeting to act as your proxyholder at the Meeting.

Your proxyholder is the person you appoint and name on the proxy form to cast your votes for you. You can appoint the persons named in the applicable enclosed form or forms of proxy, **who are each a director or an officer of Josemaria Resources. You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a Securityholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on the enclosed proxy form(s) or complete any other legal proxy form and deliver it to Computershare Investor Services Inc. within the time hereinafter specified for receipt of proxies.**

Shareholders and Optionholders who wish to appoint a third-party proxyholder to participate or vote at the Meeting as their proxy and vote their securities MUST submit their proxy (or proxies) or VIF, as applicable, appointing such third-party proxyholder AND register the third-party proxyholder, as described below. Registering your proxyholder is an additional step to be completed AFTER you have submitted your proxy or VIF. Failure to register the proxyholder will result in the proxyholder not receiving an invite code to participate or vote at the Meeting. If you are a Beneficial Shareholder and wish to participate or vote at the Meeting, you need to follow the below process to validly appoint yourself as proxyholder and be provided with an invite code to access the Meeting.

Step 1: Submit your proxy or VIF: To appoint a third-party proxyholder, including to appoint yourself as proxyholder (if you are a Beneficial Shareholder), indicate your name or the name of your proxyholder, as applicable, in the form of proxy or VIF, and follow the instructions for submitting such form of proxy or VIF. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy or VIF.

Step 2: Register your proxyholder: To register a proxyholder, Shareholders and Optionholders **MUST** visit <http://www.computershare.com/Josemaria> by 10:00 a.m. (Vancouver Time) on April 19, 2022 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and holidays) and provide Computershare Investor Services Inc. with the required proxyholder contact information so that Computershare Investor Services Inc. may provide the proxyholder with an invite code via email. **Without an invite code, proxyholders will not be able to participate or vote at the Meeting. If you are both a Registered Shareholder and an Optionholder you are required to go through the registration process twice: once to register a proxyholder for your Josemaria Shares and once to register a proxyholder for your Options.**

If you are a Beneficial Shareholder and wish to participate or vote at the Meeting, you have to insert your own name in the space provided on the VIF sent to you by your Intermediary, follow all of the applicable instructions provided by your Intermediary AND register yourself as your proxyholder, as described above. By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary.

If you are a Beneficial Shareholder located in the United States and wish to participate or vote at the Meeting or, if permitted, appoint a third party as your proxyholder, you MUST complete a THIRD step and obtain a valid legal proxy from your Intermediary. Follow the instructions from your Intermediary included with the legal proxy form and the VIF sent to you, or contact your Intermediary to request a legal proxy form or a legal proxy if you have not received one. **After obtaining a valid legal proxy from your Intermediary, you MUST then submit such legal proxy to Computershare Investor Services Inc. at uslegalproxy@computershare.com.**

To vote your Securities, your proxyholder must virtually attend and vote at the Meeting. Regardless of who you appoint as your proxyholder, you can either instruct that appointee how you want to vote or you can let your appointee decide for you. You can do this by completing the applicable form or forms of proxy. In order to be valid, you must return the completed form of proxy forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment or postponement thereof to our transfer agent, Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Attention: Proxy Department or by fax to 1-866-249-7775 (toll-free).

Proxy Instructions

Only Securityholders whose names appear on the records of the Company as at the Record Date as the registered holders of the shares and options or duly appointed proxyholders are permitted to vote at the Meeting. Registered Shareholders or Optionholders may wish to vote by proxy whether or not they are able to virtually attend the Meeting. Registered Shareholders and Optionholders may vote by mail or on the internet. To vote online at www.investorvote.com, you will need to enter your 15-digit control number (located on the bottom left corner of the first page of the form of proxy) to identify yourself as a Registered Shareholder or Optionholder on the voting website. Completed forms of proxy must be deposited with the Company's transfer agent, Computershare Investor Services Inc., 100 University Ave, 8th Floor Toronto, Ontario M5J 2Y1 by 10:00 a.m. (Vancouver time) on April 19, 2022 or, if the Meeting is adjourned, by 10:00 a.m. (Vancouver time) on the second last Business Day prior to the date on which the Meeting is reconvened.

Revocability of Proxies

A Registered Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof at the Meeting or any adjournment or postponement thereof. In addition to revocation in any other manner permitted by law, a proxy may be revoked by:

- (a) executing a valid notice of revocation or other instrument in writing, by the Registered Shareholder or Optionholder or such holders' authorized attorney in writing, or, if such a holder is a corporation, under its corporate seal by an officer or duly authorized attorney, and by delivering the notice of revocation or other instrument in writing to Computershare at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1 or to the address of the registered office of the Company at 885 West Georgia Street, Suite 2200, Vancouver, British Columbia, V6C 3E8, at any time up to and including the last Business Day that precedes the day of the Meeting or, if the Meeting is adjourned, the last Business Day that precedes any reconvening thereof, or to the Chair of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the Josemaria Shares or Josemaria Options, as applicable.

Upon such deposit, the proxy is revoked. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

If you are a Beneficial Shareholder, please contact your Intermediary for instructions on how to revoke your VIF and what procedures you need to follow. The change or revocation of a VIF by a Beneficial Shareholder can take several days or longer to complete and, accordingly, any such action should be completed well in advance of the deadline given in the VIF by the Intermediary or its service company to ensure it is effective.

Exercise of Discretion

On a poll, the nominees named in the accompanying form of proxy will vote or withhold from voting the Josemaria Shares and Josemaria Options represented thereby in accordance with the instructions of the Securityholder on any ballot that may be called for. If a Securityholder specifies a choice with respect to any matter to be acted upon, such Securityholder's Josemaria Shares and/or Josemaria Options will be voted accordingly. **The proxy will confer discretionary authority on the nominees named therein with respect to each matter or group of matters identified therein for which a choice is not specified and any amendment to or variation of any matter identified therein and any other matter that properly comes before the Meeting.**

If a Securityholder does not specify a choice in the proxy and the Securityholder has appointed one of the management nominees named in the accompanying form of proxy, the management nominee will vote the Josemaria Shares and/or Josemaria Options represented by the proxy in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

As of the date of this Circular, management of the Company knows of no amendment, variation or other matter that may come before the Meeting but, if any amendment, variation or other matter properly comes before the Meeting, each nominee in the accompanying form of proxy intends to vote thereon in accordance with the nominee's best judgment.

Advice to Beneficial (Non-Registered) Shareholders

If you are a Beneficial Shareholder, meaning your Josemaria Shares are not registered in your own name, they will be held in the name of a "nominee", usually a bank, trust company, securities dealer, other financial institution or intermediary, or depository, such as CDS & Co., of which an intermediary was a participant and, as such, your nominee will be the entity legally entitled to vote your Josemaria Shares and must seek your instructions as to how to vote your Josemaria Shares.

If you are a Beneficial Shareholder, your Intermediary will send you a VIF or, less frequently, a proxy form with this Circular. This form will instruct the Intermediary as to how to vote your Josemaria Shares at the Meeting on your behalf. **You must follow the instructions from your Intermediary to vote.**

There are two kinds of Beneficial Shareholders: (i) those who object to their name being made known to the issuers of securities which they own, known as objecting beneficial owners ("**OBOs**"); and (ii) those who do not object to their

name being made known to the issuers of securities which they own, known as non-objecting beneficial owners (“**NOBOs**”).

Intermediaries are required to forward the Meeting materials to Beneficial Shareholders unless in the case of certain proxy-related materials the Beneficial Shareholder has waived the right to receive them. The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to Broadridge. Broadridge typically mails a VIF to Beneficial Shareholders and asks Beneficial Shareholders to return the VIF to Broadridge.

For greater certainty, Beneficial Shareholders should note that they are not entitled to use a VIF or proxy form received from Broadridge or their Intermediary to vote Josemaria Shares directly at the Meeting. Instead, the Beneficial Shareholder must complete the VIF or proxy form and return it as instructed on the form. The Beneficial Shareholder must complete these steps well in advance of the Meeting in order to ensure such Josemaria Shares are voted.

If you are a NOBO, your intermediary will have provided to you a VIF. Josemaria intends to reimburse intermediaries for the delivery of the meeting materials to OBOs.

In the alternative, if you wish to vote online at the Meeting or have another person attend and vote online on your behalf, indicate your name or the name of your proxyholder, as applicable, in the VIF or proxy form, and return it as instructed by your Intermediary. You will also have to register yourself as your proxyholder, as described above in “*Appointment of Proxyholders*”. Your Intermediary may have also provided you with the option of appointing yourself or someone else to virtually attend and vote on your behalf at the Meeting.

Beneficial Shareholders who have questions or concerns regarding any of these procedures may also contact their Intermediary. It is recommended that inquiries of this kind be made well in advance of the Meeting.

Shareholders Through Euroclear Sweden

Shareholders of Josemaria Resources whose holdings through Euroclear Sweden are registered in the name of an Intermediary will receive instructions from their Intermediary on how to vote.

Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden will receive voting instructions by mail from Computershare Sweden. The duly completed voting form must have been received by Computershare Sweden no later than April 13, 2022.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company has an authorized capital consisting of an unlimited number of Josemaria Shares without par value and an unlimited number of preferred shares without par value. As at the Record Date, a total of 383,117,604 Josemaria Shares were issued and outstanding and no preferred shares were issued and outstanding. The Josemaria Shares carry the right to vote at the Meeting, with each Josemaria Share entitling the holder thereof to one vote on the Arrangement Resolution.

Optionholders will also be entitled to vote with the Shareholders together as a single class on the Arrangement Resolution as to one vote for each Josemaria Share underlying Josemaria Options held. As at the Record Date, a total of 17,219,000 Josemaria Options to purchase a total of 17,219,000 Josemaria Shares were issued and outstanding. At the date of the Circular, a total of 17,219,000 Josemaria Options will carry the right to vote at the Meeting, subject to decrease for any Josemaria Options duly exercised before the Meeting. Accordingly, the maximum number of expected potential votes at the Meeting in respect of outstanding Josemaria Shares and Josemaria Options totals 400,336,604.

To the knowledge of the directors or executive officers of the Company as of March 10, 2022, the following are the only persons who beneficially own, directly or indirectly, or exercise control or direction over, Josemaria Shares

carrying 10% or more of the voting rights of Shareholders at the Meeting or Josemaria Shares and Josemaria Options that collectively will carry 10% or more of the voting rights of Securityholders at the Meeting:

<u>Name of Shareholder</u> ⁽¹⁾	<u>Securities so Owned, Controlled or Directed</u>	<u>% of the Class of Outstanding Voting Securities of the Company</u>
Lorito	64,291,308 Josemaria Shares	16.8%
Zebra	86,931,941 Josemaria Shares	22.7%

Note:

- (1) The information as to the number and percentage of voting securities beneficially owned, controlled or directed, directly or indirectly, has been obtained from the persons listed individually and/or publicly available filings.

Under the Company's bylaws, the quorum for the transaction of business at the Meeting will be two Shareholders present in person or represented by proxy.

THE ARRANGEMENT

Background to the Arrangement

The Arrangement Agreement is a result of arm's length negotiations among representatives of Josemaria Resources and Lundin Mining and their respective financial and legal advisors. The following is a summary of the material events which led to the negotiations of the Arrangement Agreement and the meetings, negotiations, discussions and actions between the parties that preceded the execution and public announcement of the Arrangement Agreement.

The senior management of Josemaria Resources regularly consider and investigate opportunities to enhance value for Shareholders and have been in active dialogue with various parties since the formation of the Company. Those opportunities have included the possibility of a number of strategic and value-enhancing transactions with various industry participants, including financings, joint ventures and other potential business combinations. In connection with such discussions, Josemaria Resources entered into, or proposed to enter into, confidentiality agreements with each such counterparty and maintained a virtual data room (the "**Data Room**") to provide access to due diligence information to such parties on a confidential basis. Several detailed discussions were considered during this time however none ultimately resulted in a binding offer. The information contained in the Data Room included all key data, interpretations, drawings, memorandums and other information required for and utilised during the development of the feasibility study.

During the second quarter 2021, informal discussions were held between the senior management of Josemaria Resources and Lundin Mining, whereby Josemaria Resources described the Josemaria Project to Lundin Mining. Following these interactions, the companies executed the Confidentiality Agreement to facilitate a more detailed review by Lundin Mining of Josemaria Resources' assets and operations. Following the execution of the Confidentiality Agreement, senior management of Lundin Mining were given access to the Data Room. The Confidentiality Agreement ensured that all information about the possible Arrangement was held confidential until such time as it had been finally confirmed, agreed and disclosed to the public.

On June 2, 2021, the parties held an introductory technical discussion during which senior management of the Company gave senior management of Lundin Mining a high-level technical summary of the Feasibility Study and an orientation to the Data Room.

During the month of July 2021, the Company received and responded to technical and operational due diligence questions from Lundin Mining and uploaded additional document disclosure to the Data Room per Lundin Mining's requests.

On August 13, 2021, the Company's senior management gave a detailed presentation to a team of Lundin Mining executives and consultants on the Josemaria Project. The presentation included a detailed discussion on project philosophy, technical details, schedule, budgets and expenditure timelines, as well as all project updates approved since the Feasibility Study.

On September 23, 2021, the chief executive officers of the Company and Lundin Mining met and on September 28, 2021, the Company received a formal legal due diligence request list from Lundin Mining. Senior management held a meeting with the Company's legal advisors to discuss the due diligence process and approach to providing disclosure to Lundin Mining's requests.

Following completion of Lundin Mining's initial due diligence efforts, in October 2021, discussions between senior management of Josemaria Resources and Lundin Mining occurred whereby Lundin Mining verbally expressed a desire to continue efforts aimed at acquiring Josemaria Resources (the "**Initial Proposal**"). Both parties agreed on the need to appoint legal and financial advisors, and the need to form special committees of their respective board of directors should the diligence and transaction discussions progress further.

On October 28, 2021, the Board and senior management held discussions to assess, examine, evaluate and consider the Initial Proposal, and assess options and alternatives currently available to the Company that could unlock value for Shareholders. It was agreed that the Board would form a Special Committee to review and assess the different options available to the Company. The Board then formed the Special Committee to, among other things, review and make recommendations to the Board on a proposed transaction involving Lundin Mining. The Special Committee consists of Christine Batruch and Ron Hochstein, each an independent director of Josemaria Resources. Ron Hochstein was appointed as Chair of the Special Committee. The mandate for the Special Committee provided authorization to, among other things, engage legal and financial advisors.

On November 2, 2021, the Special Committee met with Blakes, counsel to the Company, to discuss Blakes' engagement as counsel to the Special Committee, the independence of the committee members, and to review the role, duties and responsibilities of the Special Committee in respect of the potential transaction. At the meeting, the Special Committee resolved to appoint Blakes as its legal counsel, and its intention to formally engage BMO Capital Markets as the Special Committee's financial advisor to provide the Special Committee with an independent opinion as to the fairness, from a financial point of view, of the consideration being offered to the Shareholders under the proposed Arrangement.

On November 8, 2021, the Company met with, and formally appointed, BMO Capital Markets in respect of providing financial advisory services with respect to the Arrangement. On November 16, 2021, the Special Committee met again to discuss and consider whether the Special Committee should engage separate legal and financial advisors to the Company on matters relating to the Special Committee's mandate for the potential Arrangement, or any other potential transactions and strategic alternatives that may offer greater value to the stakeholders of the Company. The Special Committee, with input from Blakes, concluded that its legal and financial advisors, and their abilities to advise the Special Committee, were not in a position of conflict with respect to the proposed Arrangement. In addition, the Special Committee agreed that, should it become desirable or appropriate to obtain a second fairness opinion with respect to the Arrangement, the determination could be made to engage an additional financial advisor in the future without materially impacting the timeline of the Arrangement.

Throughout the month of November and into December 2021, representatives of the Company and Lundin Mining, along with their respective legal counsel and financial advisors, engaged in continued discussions and negotiations regarding the terms of the Arrangement Agreement, the Plan of Arrangement and ancillary agreements and the negotiation of the Voting and Support Agreements with the directors, officers and principal shareholders of the Company. During the same period, each party continued its due diligence investigations, including legal, tax, accounting, financial and other matters and held discussions with the parties and their legal representatives relating to due diligence items, and representatives of BMO Capital Markets worked with the Special Committee and Josemaria management to complete their work with respect to the Fairness Opinion.

From November 16 to 19, 2021, senior management of the Company and Lundin Mining and a team of consultants visited the Josemaria Project. During the course of the visit, senior management of the Company led the Lundin Mining representatives through all key areas of the Josemaria Project, such as the proposed locations for an open pit, crushers, process plant, tailings dam, exploration areas, camp and various sections of the current and proposed access roads. Fulsome discussion on all aspects of the Josemaria Project were held prior to, during and after the site visit. During the site visit, multiple discussions were held between senior management of Josemaria Resources and Lundin Mining relating to, among other things, value ranges, forms of consideration and transaction structure. The Company deemed it suitable to present the discussions to the Special Committee and Lundin Mining agreed to bring

a proposal forward to its board of directors (excluding the directors who declared a conflict of interest) to continue to advance discussions in order to see if transaction particulars, including price and documentation, could be advanced to a stage sufficient to warrant formal presentation to the board for consideration (after which a special committee would be formed).

From November 19, 2021 to December 15, 2021, senior management of both Josemaria Resources and Lundin Mining continued discussions with respect to a potential transaction, including an in person meeting held in France on November 23, 2021. The Company reported the results of such discussions to the Special Committee. The Company and Lundin Mining held a conference call on December 2, 2021, to discuss certain outstanding legal due diligence questions concerning the Company. The next day, the parties held another meeting to continue to discuss certain due diligence items. The results of the discussions during this period were formally reported to the Lundin Mining Board (excluding the conflicted directors) on December 10, 2021.

On December 10, 2021, Lundin Mining struck its special committee following a presentation by management to the non-conflicted members of its board. The special committee was comprised of Don Charter (Chair), Peter Jones and Dale Peniuk.

On December 13, 2021, the Company's legal advisors and senior management held a call with the senior management of Lundin Mining to discuss and further investigate certain due diligence requests made by the Company to Lundin Mining.

On December 15, 2021, senior management of both Josemaria Resources and Lundin Mining continued negotiations and Josemaria Resources communicated to Lundin Mining that a price of less than \$1.60 per Josemaria Share would not be acceptable to Josemaria Resources. The parties agreed that the Arrangement was to proceed on a "cash and shares" basis, whereby Lundin Mining would acquire the outstanding Josemaria Shares for, at the election of the Shareholder, a combination of cash and Lundin Mining Shares.

Later on December 15, 2021, an initial draft of the Arrangement Agreement was circulated by the legal advisors of Lundin Mining to the Company and its legal advisors. On December 16, 2021, at its previously scheduled meeting, the Special Committee met to discuss the terms of the Arrangement Agreement, including the proposed structure of the transaction and the consideration payable. Blakes discussed the terms of the draft Arrangement Agreement, the Interim Facility and obligations of officers and directors of the Company under the Arrangement Agreement. At that meeting, BMO Capital Markets provided its initial financial analysis of the proposed Arrangement based on certain market considerations.

Throughout the following days, representatives and legal advisors of the Company and Lundin Mining continued their due diligence investigations, exchanged drafts and negotiated the terms of the Arrangement Agreement, the Plan of Arrangement, the Interim Facility, and the Voting and Support Agreements. On December 17, 2021, the Company received from Lundin Mining a non-binding indicative term sheet setting out the terms of the proposed Arrangement.

On December 18, 2021, the Special Committee met to discuss the term sheet and receive an update from Josemaria management, with input from the Special Committee's legal and financial advisors, on the status of the potential transaction, the draft Arrangement Agreement, the Plan of Arrangement, the Interim Facility, and the Voting and Support Agreements. At the same meeting, Blakes and Josemaria management delivered a due diligence report in respect of certain matters relating to Lundin Mining to the Special Committee. Blakes also presented to the Special Committee on the Company's obligations under MI 61-101, in respect of interested parties that may receive a collateral benefit from severance, change of control payments, accelerated vesting of options, or similar events triggered by the proposed Arrangement.

On December 19, 2021, senior management of both Josemaria Resources and Lundin Mining finalized the pricing of the Josemaria Shares, whereby each Josemaria Share would be acquired by Lundin Mining for \$1.60 per Josemaria Share, with the Consideration consisting of, at the election of the Shareholder, the Share Consideration, the Cash Consideration or a combination thereof, subject to pro-rata based on the Maximum Cash Consideration and Maximum Share Consideration.

Later on December 19, 2021, the Special Committee met to hear an update from the Company's senior management on the status of the potential transaction, the draft Arrangement Agreement and Plan of Arrangement, the Interim Facility, and the Voting and Support Agreements. Later that same day, the Special Committee met with BMO Capital Markets to receive its oral opinion regarding the fairness, from a financial point of view, of the Consideration to be received by Shareholders pursuant to the Arrangement. The Special Committee also reviewed the final terms of the Arrangement Agreement with Blakes and discussed the Arrangement with management of Josemaria Resources. During the meeting, BMO Capital Markets provided its financial analysis regarding the Arrangement and delivered an oral opinion, later confirmed in writing, that the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders. The parties continued settling the final minor terms of the Arrangement Agreement and associated documentation.

After careful consideration, including a thorough review of the Arrangement, the Arrangement Agreement, the financial presentation and oral opinion delivered by BMO Capital Markets and other relevant matters, and taking into account the best interests of Josemaria Resources, and after consultation with management and its financial and legal advisors, the Special Committee unanimously determined: (i) that the Arrangement is fair to the Shareholders and the Arrangement and the entering into of the Arrangement Agreement are in the best interests of Josemaria Resources; (ii) to recommend to the Board that it recommend that the Securityholders vote in favour of the Arrangement; and (iii) to recommend to the Board that it approve the Arrangement Agreement.

Immediately following the meeting of the Special Committee, the Board met to receive the recommendations of the Special Committee and to receive advice from its financial and legal advisors. The Board received a presentation from BMO Capital Markets and from Blakes. After careful consideration, including consultation with its financial and legal advisors, reviewing the report of the Special Committee and its own deliberations, the Board unanimously (subject to a director declaring a conflict and abstaining from voting on the matter) approved the Arrangement Agreement, and unanimously determined that the Arrangement is in the best interests of Josemaria Resources and is fair to Shareholders and to recommend to the Securityholders that they vote in favour of the Arrangement.

On December 19, 2021, Josemaria Resources and Lundin Mining executed the Arrangement Agreement and disseminated its respective press release announcing the Arrangement on December 20, 2021.

On February 17, 2022, Lundin Mining announced the Semi-Annual Variable Performance Dividend of \$0.11 per Lundin Mining Share to be paid to Lundin Mining shareholders. In accordance with the terms of the Arrangement Agreement, the Share Consideration payable pursuant to the Arrangement was adjusted such that, for each whole Lundin Mining Share that is issued to such Shareholder on the Effective Date, \$0.11 in cash will also be paid to such Shareholder to reflect the Semi-Annual Variable Performance Dividend of Lundin Mining, and on March 7, 2022, the Plan of Arrangement was revised to reflect the same. The Cash Consideration remained unchanged.

Recommendation of the Special Committee

Having taken a thorough review of, and carefully considered, the proposed Arrangement and alternatives to the Arrangement, including the potential for a more favourable transaction with a third party and the prospect of proceeding independently to pursue Josemaria Resources' current business plan, and having consulted with its financial and legal advisors, and having considered the Fairness Opinion, the Special Committee unanimously determined that the Arrangement is in the best interests of Josemaria Resources and that the Arrangement is fair to the Shareholders. **The Special Committee unanimously recommended that the Board approve the Arrangement Agreement and that Securityholders vote FOR the Arrangement Resolution.**

Recommendation of the Board

Based on its considerations and investigations, including consultation with its financial and legal advisors, reviewing the report of the Special Committee, the Fairness Opinion and its own deliberations, the Board, (subject to a director declaring a conflict and abstaining from voting on the matter), has unanimously determined that the Arrangement is in the best interests of Josemaria Resources and is fair to the Shareholders. **Accordingly, the Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.** Each director and Senior Officer of the Company intends

to vote all of such director's and Senior Officer's Josemaria Shares and Josemaria Options FOR the Arrangement Resolution.

In forming its recommendation, the Special Committee and the Board considered a number of factors, including, without limitation, the factors listed below under "*Reasons for the Arrangement*". The Board based its recommendation upon the totality of the information presented to and considered by it in light of the knowledge of the Board members of the business, financial condition and prospects of the Company and after taking into account the Fairness Opinion and the advice of the Company's legal and other advisors and the advice and input of management of the Company.

Mr. Ashley Heppenstall, a common director of Josemaria Resources and Lundin Mining, declared his interest in the Arrangement and transactions contemplated thereby and abstained from voting on all matters before the Board relating thereto.

Reasons for the Arrangement

At a meeting of the Board held on December 19, 2021, the Board evaluated the Arrangement in the context of the Company's available strategic alternatives and, based on a thorough review of these alternatives, the Board unanimously:

- determined that the Arrangement is in the best interests of Josemaria Resources and is fair to the Shareholders;
- resolved to recommend that Securityholders vote "FOR" the Arrangement Resolution; and
- approved the Arrangement Agreement.

In evaluating the Arrangement and in making its recommendations, the Board and Special Committee gave careful consideration to the current and expected future position of the business of Josemaria Resources and all terms of the draft Arrangement Agreement, including the conditions precedent, representations and warranties and deal protections. The Board and Special Committee considered a number of factors including, among others, the following:

- **Premium.** The Consideration to be received by Shareholders pursuant to the Arrangement represents a premium of 31% on a spot basis and 29% using the trailing 10-day volume weighted average trading price on the TSX of each company as of market close on December 17, 2021.
- **Strengths and Strategic Fit.** As 70% of the total Consideration is being offered in the form of shares of Lundin Mining, Shareholders are being offered the opportunity to benefit from:
 - (i) the consolidation of significant and strategic mining assets globally;
 - (ii) both jurisdictional and project risk diversification in a company that has multiple mines operating globally;
 - (iii) enhanced share trading liquidity, and
 - (iv) access to substantial corporate expertise in several functional areas including finance, IT, human resources and investor relations.

Shareholders will also be able to continue to participate in the potential upside from any operational success related to the properties of Josemaria Resources, as well as the properties of Lundin Mining. It is expected that Shareholders will hold or be issued a maximum of approximately 39.7 million Lundin Mining Shares, as may be adjusted in accordance with the Plan of Arrangement, on an outstanding undiluted basis representing approximately 5% of the total Lundin Mining Shares outstanding.

- **Process.** Josemaria Resources has communicated with several other parties regarding potential transactions. These parties included strategic parties as well as financial investors, and reviewed a wide array of potential transactions including strategic investments, streaming transactions, joint ventures, and an outright purchase. The Arrangement has emerged as the most attractive path forward.
- **Business and Industry Risks.** The business, operations, assets, financial condition, operating results and prospects of Josemaria Resources are subject to significant uncertainty, including risks associated with obtaining required financing on acceptable terms or at all. The Special Committee concluded that the Consideration under the Arrangement is more favourable to Shareholders than continuing with Josemaria Resources' current business plan in light of these risks and uncertainties.
- **Fairness Opinion.** The Fairness Opinion states that, subject to and based on the considerations, assumptions and limitations described therein, the Consideration is fair, from a financial point of view, to the Shareholders. The Board and Special Committee considered the compensation arrangements with BMO Capital Markets when considering the Fairness Opinion.
- **Acceptance by Directors, Officers and Significant Shareholders.** Pursuant to the Voting and Support Agreements, the directors and officers of Josemaria Resources and certain significant shareholders of Josemaria Resources agreed to vote all of their Josemaria Shares and Josemaria Options in favour of the Arrangement at the Meeting.
- **Ability to Respond to Unsolicited Superior Proposals.** Subject to the terms of the Arrangement Agreement, the Board will remain able to respond to any unsolicited *bona fide* written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal (as such term is defined in the Arrangement Agreement). The amount of the Termination Fee payable in certain circumstances, being \$20,000,000, would not, in the view of the Special Committee preclude a third party from potentially making a Superior Proposal.
- **Negotiated Transaction.** The Arrangement Agreement is the result of a comprehensive negotiation process with respect to the key elements of the Arrangement Agreement and Plan of Arrangement, which includes terms and conditions that are reasonable in the judgment of the Special Committee.
- **Fairness of the Conditions.** The Arrangement Agreement provides for certain conditions to completion of the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied in the judgment of the Special Committee.
- **Securityholder Approval.** The Arrangement must be approved by (i) not less than two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting, and (ii) not less than two-thirds of the votes cast by Shareholders and Optionholders present in person or represented by proxy at the Meeting, voting together as a single class.
- **Regulatory Approval.** The Plan of Arrangement must be approved by the Court which will consider, among other things, the fairness and reasonableness of the Plan of Arrangement to Shareholders.
- **Dissent Rights.** The terms of the Plan of Arrangement provide that Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if ultimately successful, receive fair value for their Josemaria Shares (as described in the Plan of Arrangement). See "*The Arrangement — Dissenting Shareholders' Rights*" in this Circular for detailed information regarding the dissent rights of Shareholders in connection with the Arrangement.

The Board and Special Committee also considered a number of potential issues and risks related to the Arrangement and the Arrangement Agreement, including, among others:

- the risks to Josemaria Resources and the Securityholders if the Arrangement is not completed, including the costs to Josemaria Resources in pursuing the Arrangement and the diversion of Josemaria Resources' management from the conduct of Josemaria Resources' business in the ordinary course;
- the terms of the Arrangement Agreement in respect of restricting Josemaria Resources from soliciting third parties to make an Acquisition Proposal (as such term is defined in the Arrangement Agreement) and the specific requirements regarding what constitutes a Superior Proposal;
- the terms of the Arrangement Agreement that require Josemaria Resources to conduct its business in the ordinary course and prevent Josemaria Resources from taking certain specified actions, which may delay or prevent Josemaria Resources from taking certain actions to advance its business pending consummation of the Arrangement;
- the fact that, following the Arrangement, Josemaria Resources will no longer exist as an independent public company and the Josemaria Shares will be delisted from the TSX, Nasdaq Stockholm and OTCQB;
- the Termination Fee payable to Lundin Mining in certain circumstances, including if Josemaria Resources enters into an agreement in respect of a Superior Proposal to acquire Josemaria Resources;
- the conditions to Lundin Mining's obligations to complete the Arrangement;
- the right of Lundin Mining to terminate the Arrangement Agreement under certain circumstances; and
- judgments against Lundin Mining in Canada for a breach of the Arrangement Agreement may be difficult to enforce against Lundin Mining's assets located outside of Canada.

The above discussion of the information and factors considered by the Board and Special Committee is not intended to be exhaustive, but is believed by the Board and Special Committee to include the material factors considered by the Board and Special Committee in its respective assessment of the Arrangement. In view of the wide variety of factors considered by the Board and Special Committee in connection with its assessment of the Arrangement and the complexity of such matters, the Board and Special Committee did not consider it practical, nor did it attempt, to quantify, rank or otherwise assign relative weights to the foregoing factors that it considered in reaching its decision. In addition, in considering the factors described above, individual members of the Board and Special Committee may have given different weights to various factors and may have applied different analyses to each of the material factors considered by the Board and Special Committee.

The Board's and the Special Committee's reasons for recommending the Arrangement include certain assumptions relating to forward-looking information and such information and assumptions are subject to various risks. This information should be read in light of the factors described under the section entitled "*Forward-Looking Statements*", under the heading "*Risk Factors*" and in Appendix F, "*Information Concerning Lundin Mining Corporation – Risk Factors*".

Fairness Opinion

In connection with the evaluation of the Arrangement, the Board and the Special Committee received and considered the Fairness Opinion.

BMO Capital Markets was approached by the Company on November 8, 2021 regarding a potential advisory assignment and was formally engaged by the Company, pursuant to an advisory agreement dated November 18, 2021, to provide the Company, the Special Committee and the Board with various advisory services in connection with the Arrangement including, among other things, the provision of the Fairness Opinion. Pursuant to the terms of its advisory agreement with the Company, BMO Capital Markets is to be paid fees for its services as financial advisor, including a fixed fee for the delivery of its Fairness Opinion. BMO Capital Markets will also receive a completion fee which is contingent upon the successful completion of the Arrangement. The Company has also agreed to reimburse

BMO Capital Markets for reasonable out-of-pocket expenses and to indemnify BMO Capital Markets against certain liabilities.

On December 19, 2021, at each of the meetings of the Special Committee and the Board held to consider the Arrangement, BMO Capital Markets rendered an oral opinion, confirmed by delivery of a written opinion dated December 19, 2021 to the Board and the Special Committee, to the effect that, as of that date and based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair from a financial point of view to the Shareholders.

The full text of the Fairness Opinion, which sets forth assumptions made, procedures followed, information reviewed, matters considered, and limitations on the scope of the review undertaken by BMO Capital Markets in connection with such Fairness Opinion, is attached in Appendix E. This summary is qualified in its entirety by reference to the full text of such Fairness Opinion. BMO Capital Markets provided its opinion solely for the information and assistance of the Special Committee and the Board in connection with its consideration of the Arrangement and except for the inclusion of the Fairness Opinion in its entirety and a summary thereof in this Circular, the Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without BMO Capital Markets' prior written consent. The Fairness Opinion is not a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement or any other matter.

In connection with the evaluation of the Arrangement, the Special Committee and the Board considered, among other things, the advice and financial analyses provided by BMO Capital Markets referred to above as well as its Fairness Opinion. As described under "*The Arrangement – Reasons for the Arrangement*", the Fairness Opinion was only one of many factors considered by the Special Committee and the Board in evaluating the Arrangement and should not be viewed as determinative of the views of the Special Committee or the Board with respect to the Arrangement or the Consideration to be received by Shareholders pursuant to the Arrangement. In assessing the Fairness Opinion, the Special Committee and the Board considered and assessed the independence of BMO Capital Markets.

BMO Capital Markets considered several techniques and used a blended approach to determine their opinion on the Arrangement and based the Fairness Opinion upon a number of quantitative and qualitative factors. The full text of the Fairness Opinion, which sets forth assumptions made, procedures followed, information reviewed, matters considered, and limitations on the scope of the review undertaken by BMO Capital Markets in connection with such Fairness Opinion, is attached in Appendix E. The Fairness Opinion represents the opinion of BMO Capital Markets and the form and content of the Fairness Opinion have been approved for release by a committee of senior BMO Capital Markets personnel who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

Voting and Support Agreements

The Locked-up Shareholders have entered into the Voting and Support Agreements with Lundin Mining pursuant to which they have agreed to vote in favour of the Arrangement Resolution. As of December 20, 2021, the Locked-up Shareholders hold a total of 162,015,817 Josemaria Shares, representing approximately 42% of the outstanding Josemaria Shares. The Locked-up Shareholders also hold a total of 12,999,000 Josemaria Options, representing approximately 73.50% of the outstanding Josemaria Options.

The Locked-up Shareholders have agreed, subject to the terms of the Voting and Support Agreements, among other things: (i) at any meeting of Securityholders called to vote upon the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement, to vote their Josemaria Shares and Josemaria Options in favour of the Arrangement and any other matter necessary for the consummation of the Arrangement, and against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement; (ii) to revoke any and all previous proxies granted or VIFs or other documents that may conflict or be inconsistent with the Arrangement Agreement; (iii) not to sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber, or enter into any agreement, option or other arrangement with respect to the transfer of any of their Josemaria Shares or Josemaria Options, directly or indirectly, or any interest therein while the Voting and Support Agreements are in effect, other than pursuant to the Arrangement Agreement; (iv) not to grant any proxies or power of attorney, deposit any of their Josemaria

Shares or Josemaria Options into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to their Josemaria Shares or Josemaria Options, other than pursuant to the terms of the Voting and Support Agreements; and (v) no later than ten Business Days prior to the date of the Meeting, with respect to all of their Josemaria Shares and Josemaria Options, to deliver or cause to be delivered, a duly executed proxy or VIF causing their Josemaria Shares and Josemaria Options to be voted in favour of the Arrangement Resolution, and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.

In addition to the foregoing, each of Zebra and Lorito, pursuant to the terms of their respective Voting and Support Agreement, has consented to the Arrangement and has agreed to: (i) not, directly or indirectly, make, initiate, solicit, promote, entertain, facilitate or encourage (including by way of furnishing information or enter into any form of agreement, arrangement or understanding) or take any other action that facilitates, directly or indirectly, any inquiry, proposal or offer with respect to an Acquisition Proposal or that reasonably could be expected to constitute or lead to an Acquisition Proposal, or participate directly or indirectly in any discussions or negotiations with any person regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to constitute or lead to an Acquisition Proposal; and (ii) promptly notify the Purchaser of any inquiries, offers or proposals with respect to an Acquisition Proposal (whether or not in writing), in each case received after the date of their Voting and Support Agreements which Zebra or Lorito becomes aware (which written notice shall include a copy of any such proposal (and any amendments or supplements thereto), the identity of the person making it, if not previously provided to the Purchaser and copies of all information provided to the third party), within 24 hours of the receipt thereof, and keep the Purchaser informed of the status and details of any such inquiry, offer or proposal, including any amendments, and answer the Purchaser's reasonable questions with respect thereto.

The Voting and Support Agreements signed by the Locked-up Shareholders may be terminated by: (a) the mutual written agreement of the Locked-up Shareholder and the Purchaser; (b) by either the Purchaser or the Locked-up Shareholder if the other party has not complied with its covenants contained in the Voting and Support Agreement in all material respects, or; if any of the representations and warranties of the other party contained in the Voting and Support Agreement are not true and correct in all material respects; or (c) by the Locked-up Shareholder or the Purchaser upon the termination of the Arrangement Agreement in accordance with its terms.

Plan of Arrangement

The following description is a summary of the Plan of Arrangement and is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Appendix B to this Circular.

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, each at a one-minute interval, without any further act or formality:

- (a) each Josemaria Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to the Purchaser and the Purchaser shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 of the Plan of Arrangement, and the name of such holder shall be removed from the central securities register of the Company as a Shareholder and the Purchaser shall be recorded as the registered holder of, and shall be deemed to be the legal owner of, such Josemaria Shares;
- (b) any Former Shareholder who has not duly and validly completed a Letter of Transmittal by the Election Deadline shall be deemed to have elected to receive Share Consideration for their Josemaria Shares;
- (c) each issued Josemaria Share held by a Former Shareholder (other than the Purchaser, any subsidiary of the Purchaser or a Dissenting Shareholder) shall be transferred to the Purchaser (free and clear of any liens, charges and encumbrances of whatsoever nature) and each such Former Shareholder shall be entitled to receive, in exchange therefor and subject to the provisions of these steps and withholding rights under the Plan of Arrangement, consideration comprised of, in

accordance with the election or deemed election as provided by paragraph (b) of such Former Shareholder:

- (i) Cash Consideration of \$1.60 for each Josemaria Share held; or
 - (ii) Share Consideration of 0.1487 of a Lundin Mining Share for each Josemaria Share held, plus for each whole Lundin Mining Share issued to such Former Shareholder, \$0.11 in cash will also be paid to such Shareholder; or
 - (iii) any combination thereof;
- (d) for greater certainty, with respect to any election pursuant to the foregoing, a Former Shareholder may elect to receive a combination of the Cash Consideration and the Share Consideration in exchange for the aggregate number of Josemaria Shares in respect of which such election is made. The maximum aggregate amount of Cash Consideration to be paid to Former Shareholders is \$183,000,000. The maximum aggregate number of Lundin Mining Shares that may be elected by Former Shareholders is 39,700,000. The Maximum Cash Consideration and Maximum Share Consideration shall be adjusted by \$0.48 in cash and 0.1041 of a Lundin Mining Share, respectively, for each Josemaria Share issued following the date of the Arrangement Agreement and prior to the Effective Time. In the event that: (x) the aggregate amount of the Cash Consideration that would, but for this clause, be paid to Former Shareholders exceeds the Maximum Cash Consideration, then the Cash Consideration to be paid to any Former Shareholder who has elected or is deemed to have elected to receive Cash Consideration shall be determined by multiplying the total amount of Cash Consideration otherwise payable to such holder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Cash Consideration and the denominator of which is the aggregate amount of Cash Consideration otherwise payable to all Former Shareholders who have so elected (or are deemed to have elected), and such Former Shareholder shall be deemed to have elected a combination of Cash Consideration and Share Consideration such that the Cash Consideration will be reduced to reflect the Maximum Cash Consideration and the Share Consideration will be increased such that the Shareholder will receive Share Consideration for the remainder of their Josemaria Shares, for which they would otherwise have received Cash Consideration; or (y) the aggregate number of Lundin Mining Shares that would, but for this clause, be issuable to Former Shareholders exceeds the Maximum Share Consideration then the number of Lundin Mining Shares issuable to any Former Shareholder who has elected, or is deemed to have elected to receive Share Consideration shall, subject to rounding in accordance with Section 3.05 of the Plan of Arrangement, be determined by multiplying the total number of Lundin Mining Shares otherwise issuable to such Former Shareholder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Consideration and the denominator of which is the aggregate number of Lundin Mining Shares otherwise issuable to all Former Shareholder who have so elected (or are deemed to have so elected), and such Former Shareholder shall be deemed to have elected to receive Cash Consideration for the remainder of their Josemaria Shares for which such Former Shareholder would, but for this clause, have received Lundin Mining Shares. For greater certainty, the Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration in this paragraph (d);
- (e) each Josemaria Option outstanding immediately prior to the Effective Time will vest and be exchanged for a fully-vested Replacement Option to acquire from Purchaser such number of Lundin Mining Shares as is equal to: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out above, the terms of each Josemaria Option shall be the same as the terms of the Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such

exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Josemaria Option would otherwise exceed the Josemaria Option In-The-Money Amount in respect of the Lundin Mining Replacement Option, the number of Lundin Mining Shares which may be acquired on exercise of the Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the Josemaria Option In-The-Money Amount in respect of the Josemaria Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

Effect of the Arrangement

On completion of the Arrangement, the Company will be a wholly owned subsidiary of Lundin Mining.

Effective Date of the Arrangement

If the Arrangement Resolution is passed with the Required Securityholder Approval, the Final Order is obtained, every other requirement of the CBCA relating to the Arrangement is complied with and all other conditions disclosed below under “*The Arrangement Agreement — Conditions to Closing*” are satisfied or waived, the Arrangement will become effective on the Effective Date.

Interim Financing

As contemplated by the Arrangement Agreement, the Purchaser has provided to Josemaria Resources an Interim Facility in the principal amount of up to US\$100,000,000 to finance certain anticipated activities of Josemaria Resources between the date of the Arrangement Agreement and the Effective Date, to be advanced based on Josemaria Resource’s monthly expected costs and expenses based on a budget approved by the Purchaser. The Interim Facility matures on June 30, 2022, and bears interest at a rate of 5.0% per annum on amounts drawn, payable semi-annually. The Interim Facility is guaranteed by the subsidiaries of Josemaria Resources.

The other terms of the Interim Facility are substantially the same as the existing Debentures, and the events of default include the events of default in the existing Debentures (including change of control). Under the terms of the Interim Facility, Josemaria Resources shall not grant any security while the Interim Facility is outstanding. The Interim Facility shall become immediately due and payable immediately prior to, and as a condition to, Josemaria Resources entering into an agreement or arrangement with respect to a Superior Proposal.

Exchange of Josemaria Resources Securities

Letter of Transmittal

Registered Shareholders will have received with this Circular a Letter of Transmittal. In order to receive the Consideration, such Shareholders (other than the Dissenting Shareholders) must complete and sign the Letter of Transmittal enclosed with this Circular and deliver it and the other documents required by it, including the certificates or DRS Advices representing the Josemaria Shares, to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Beneficial Shareholders must contact their Intermediary for instructions and assistance in receiving the Consideration for their Josemaria Shares.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. Registered Shareholders (other than the Dissenting Shareholders) can obtain additional copies of the Letter of Transmittal by contacting the Depositary at 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at corporateactions@computershare.com. The Letter of Transmittal is also available on the Company’s SEDAR profile at www.sedar.com.

The Purchaser, in its absolute discretion, reserves the right to instruct the Depositary to waive or not to waive any and all defects or irregularities contained in any Letter of Transmittal or other document and any such waiver or non-waiver will be binding upon the affected Shareholders. The granting of a waiver to one or more Shareholders does

not constitute a waiver for any other Shareholders. The Purchaser reserves the right to demand strict compliance with the terms of the Letter of Transmittal and the Arrangement. The method used to deliver the Letter of Transmittal and any accompanying certificates or DRS Advices representing the Josemaria Shares is at the option and risk of the holder surrendering them, and delivery will be deemed effective only when such documents are actually received by the Depositary. The Company and the Purchaser recommend that the necessary documentation be hand delivered to the Depositary, and a receipt obtained therefor; otherwise the use of registered mail with an acknowledgment of receipt requested, and with proper insurance obtained, is recommended.

Elections and Procedure

Each Registered Shareholder will have the right, prior to the Election Date, or, if after the Letter of Transmittal has been mailed, the Company and the Purchaser determine that the Effective Date is not reasonably likely to occur by the tenth Business Day after the initial Election Date, a new Election Date which the Company and the Purchaser expect to be not more than ten Business Days before the Effective Date, to elect in the Letter of Transmittal delivered to the Depositary to receive the Consideration set out below. If a new Election Date is determined, at least five days notice of the new Election Date will be published (in The Globe and Mail, national edition, or any other English language daily newspaper of general circulation in Canada). **To make a valid election as to the Consideration that you wish to receive under the Arrangement (subject to pro-ration), you must sign and return a Letter of Transmittal and return it with accompanying Josemaria Share certificate(s) or DRS Advice(s), if applicable, to the Depositary prior to the Election Deadline.**

The determination of the Depositary as to whether elections have been properly made or revoked and when elections and revocations were received by it will be binding. **SHAREHOLDERS WHO DO NOT MAKE A SPECIFIC ELECTION PRIOR TO THE ELECTION DEADLINE, OR FOR WHOM THE DEPOSITARY DETERMINES THAT THEIR ELECTION WAS NOT PROPERLY MADE WITH RESPECT TO ANY JOSEMARIA SHARES, WILL BE DEEMED TO HAVE ELECTED TO RECEIVE THE SHARE CONSIDERATION (TOGETHER WITH THE APPLICABLE SHARE CONSIDERATION CASH PAYMENT) IN RESPECT OF EACH JOSEMARIA SHARE, SUBJECT TO PRO-RATION AS DESCRIBED BELOW.** The Depositary may, with the mutual agreement of the Company and the Purchaser, make such rules as are consistent with the Arrangement for the implementation of the elections contemplated by the Arrangement and as are necessary or desirable to fully effect such elections.

All elections and deposits made under the Letter of Transmittal are irrevocable. However, an election made under a Letter of Transmittal deposited on or prior to the Election Deadline may be changed by depositing a new Letter of Transmittal with the Depositary on or prior to the Election Deadline.

Please note that Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden do not need to complete the Letter of Transmittal. Instead, Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden who wish to make an election must, during the period from March 25, 2022 up to and including April 13, 2022, at 15.00 CET, sign and submit a duly completed election form to Aktieinvest, either by mail to the address stated on the election form or to the e-mail address stated on the election form.

An election form that is sent by mail, in the enclosed pre-paid envelope attached, must be sent in ample time before the last day of the election period so that it may be received by Aktieinvest no later than before 15.00 CET on April 13, 2022.

If Josemaria Shares are pledged in the Euroclear system, both the Shareholder and the pledgee must sign the Euroclear Election Form and confirm that the pledge will be terminated should the Arrangement be completed.

Shareholders whose holdings are registered with Euroclear Sweden in the name of a nominee, i.e. a bank or other nominee, will not receive a pre-printed election form. Election must be made in accordance with instructions received by the nominee.

Pro-ration

Each Shareholder at the Effective Time may elect in accordance with the holder's Letter of Transmittal: (i) Cash Consideration; or (ii) Share Consideration (together with the applicable Share Consideration Cash Payment); or (iii) a combination thereof, up to the aggregate Maximum Cash Consideration and/or Maximum Share Consideration.

In the event that, based on the elections of Shareholders, the aggregate amount of the Cash Consideration that would be paid to Former Shareholders exceeds the Maximum Cash Consideration, then the Cash Consideration to be paid to any Former Shareholder who has elected or is deemed to have elected to receive Cash Consideration shall be determined by multiplying the total amount of Cash Consideration otherwise payable to such holder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Cash Consideration and the denominator of which is the aggregate amount of Cash Consideration otherwise payable to all Former Shareholders who have so elected (or are deemed to have elected), and such Former Shareholder will be deemed to have elected to receive Share Consideration (together with the applicable Share Consideration Cash Payment) for the remainder of their Josemaria Shares, for which they would otherwise have received Cash Consideration. The Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration.

In the event that, based on the elections or deemed elections of Shareholders, the aggregate number of Lundin Mining Shares that would be issuable to Former Shareholders exceeds the Maximum Share Consideration, then the number of Lundin Mining Shares issuable to any Former Shareholder shall, subject to rounding in accordance with the Plan of Arrangement, be determined by multiplying the total number of Lundin Mining Shares otherwise issuable to such Former Shareholder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Consideration and the denominator of which is the aggregate number of Lundin Mining Shares otherwise issuable to all Former Shareholders who have so elected (or are deemed to have so elected), and such Former Shareholder shall be deemed to have elected to receive Cash Consideration for the remainder of their Josemaria Shares for which such Former Shareholder would, but for this clause, have received Lundin Mining Shares.

Exchange Procedure

On the Effective Date, each Former Shareholder (other than a Dissenting Shareholder) who has surrendered to the Depositary certificates or DRS Advices representing one or more outstanding Josemaria Shares and validly elected in accordance with the provisions of the Plan of Arrangement shall, following completion of the transactions described above under the heading "*The Arrangement – Plan of Arrangement*", be entitled to receive, and the Depositary shall deliver to such Former Shareholder following the Effective Time, cash representing the Cash Consideration and certificates or DRS Advices representing the Share Consideration (and cash for the applicable Share Consideration Cash Payment) that such Former Shareholder is entitled to receive in accordance with the terms of the Arrangement.

Upon surrender to the Depositary of a certificate or DRS Advice that immediately before the Effective Time represented one or more outstanding Josemaria Shares that were exchanged for Cash Consideration and/or Share Consideration in accordance with the terms of the Arrangement, together with such other documents and instruments as would have been required to effect the transfer of the Josemaria Shares formerly represented by such certificate or DRS Advice under the terms of such certificate or DRS Advice, the CBCA or the bylaws of the Company and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate or DRS Advice will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, cash representing the Cash Consideration and certificates or DRS Advices representing the Share Consideration (and cash for the applicable Share Consideration Cash Payment) that such holder is entitled to receive in accordance with the terms of the Arrangement.

After the Effective Time and until surrendered, each certificate or DRS Advice that immediately prior to the Effective Time represented one or more Josemaria Shares following completion of the transactions described above under the heading "*The Arrangement – Plan of Arrangement*", shall be deemed at all times to represent only the right to receive in exchange therefor Cash Consideration and/or certificates or DRS Advices representing the Share Consideration (and cash for the applicable Share Consideration Cash Payment) that the holder of such certificate or DRS Advice is entitled to receive in accordance with their election (or deemed election) and the terms of the Arrangement.

Shareholders who hold Josemaria Shares registered in the name of an Intermediary should contact the Intermediary for instructions and assistance in providing details for registration and delivery of the Cash Consideration and/or Share Consideration (and cash for the applicable Share Consideration Cash Payment) to which the Registered Shareholder is entitled to receive on the Beneficial Shareholders' behalf.

No dividend or other distribution declared or made after the Effective Time with respect to Lundin Mining Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate or DRS Advice that, immediately prior to the Effective Time, represented outstanding Josemaria Shares unless and until the holder of such certificate or DRS Advice has complied with the provisions of the Arrangement as described in the foregoing paragraphs under the heading "*Exchange Procedure*" or under the heading "*Lost Certificates or DRS Advices*". Subject to applicable law and to applicable withholding rights, at the time of such compliance, there will, in addition to the delivery of a certificate or DRS Advice representing Lundin Mining Shares to which such holder is entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time that such holder is entitled with respect to such Lundin Mining Shares.

DRS Advice

Where Josemaria Shares are evidenced only by a DRS Advices, there is no requirement to first obtain a certificate for those Josemaria Shares or deposit with the Depositary any Josemaria Share certificate evidencing Josemaria Shares. Only a properly completed and duly executed Letter of Transmittal accompanied by the applicable DRS Advices is required to be delivered to the Depositary in order to surrender those Josemaria Shares under the Arrangement. Lundin Mining reserves the right if it so elects in its absolute discretion to instruct the Depositary to waive any defect or irregularity contained in any Letter of Transmittal received by it.

Lost Certificates or DRS Advices

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding Josemaria Shares that were exchanged for Consideration shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, certificates representing Lundin Mining Shares that such holder is entitled to receive. When authorizing such delivery of certificates representing Josemaria Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom certificates representing such Lundin Mining Shares is to be delivered shall, as a condition precedent to the delivery of such Josemaria Shares, give a bond satisfactory to the Purchaser and the Depositary in such amount as the Purchaser and the Depositary may direct, or otherwise indemnify the Purchaser and the Depositary in a manner satisfactory to the Purchaser and the Depositary, against any claim that may be made against the Purchaser or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of the Company.

If a DRS Advice representing Josemaria Shares has been lost, stolen or destroyed, the holder can request a copy of the DRS Advice by contacting Computershare Investor Services Inc. by phone: toll-free in North America at 1-800-564-6253 or international at 1-514-982-7555, with no bond indemnity required and such copy of the DRS Advice should be deposited with the Letter of Transmittal.

Extinction of Rights

To the extent that a Shareholder following the Effective Date shall not have surrendered Josemaria Shares to the Depositary in the manner described in this Circular or before the date that is six years after the Effective Date (the "**Final Proscription Date**"), the certificates representing such Lundin Mining Shares, to which such Former Shareholder was entitled, shall be delivered to Lundin Mining by the Depositary and the share certificates shall be cancelled by Lundin Mining, and the interest of the Former Shareholder in such Lundin Mining Shares to which it was entitled shall be terminated as of such Final Proscription Date.

No Fractional Shares to be Issued

No fractional Lundin Mining Shares shall be issued to Former Shareholders. The number of Lundin Mining Shares to be issued to Former Shareholders shall be rounded up to the nearest whole Lundin Mining Share, as applicable, in the event that a Former Shareholder is entitled to a fractional share of 0.5 or more of a Lundin Mining Share and shall be rounded down to the nearest whole Lundin Mining Share, as applicable, in the event that a Former Shareholder is entitled to a fractional share representing less than 0.5 of a Lundin Mining Share.

Withholding Rights

The Company, the Purchaser and the Depositary will be entitled to deduct or withhold from any Consideration (and any Share Consideration Cash Payment) otherwise payable to any Shareholder and any other securityholder of the Company under the Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as the Company, the Purchaser or the Depositary is required to deduct or withhold with respect to such payment under the Tax Act, and the rules and regulations promulgated thereunder, or any provision of any federal, provincial, territorial, state, local or foreign tax law as counsel may advise is required to be so deducted or withheld by the Company, the Purchaser or the Depositary, as the case may be. For the purposes of the Arrangement, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of the Company, the Purchaser or the Depositary, as the case may be. To the extent necessary, such deductions or withholdings may be effected by selling any Lundin Mining Shares to which any such person may otherwise be entitled under the Plan of Arrangement, and any amount remaining following the sale, deduction or withholding and remittance shall be paid to the person entitled thereto as soon as reasonably practicable.

Treatment of Josemaria Options

Each Josemaria Option outstanding immediately prior to the Effective Time will vest and be exchanged for a fully-vested Replacement Option to acquire from the Purchaser such number of Lundin Mining Shares as is equal to: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out in the Arrangement Agreement, the terms of each Josemaria Option shall be the same as the terms of the Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Josemaria Option would otherwise exceed the Josemaria Option In-The-Money Amount in respect of the Replacement Option, the number of Lundin Mining Shares which may be acquired on exercise of the Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the Josemaria Option In-The-Money Amount in respect of the Josemaria Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

Optionholders who intend to exercise vested Josemaria Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Optionholders who validly exercise their vested Josemaria Options for Josemaria Shares following the Election Deadline, or who validly exercise their vested Josemaria Options for Josemaria Shares prior to the Election Deadline but do not otherwise make a valid election prior to the Election Deadline, will be deemed to have elected the Share Consideration (together with the applicable Share Consideration Cash Payment) in respect of each such Josemaria Share held, subject to pro-rata.

Effects of the Arrangement on Shareholders' Rights

Shareholders receiving Lundin Mining Shares under the Arrangement will become shareholders of Lundin Mining. Lundin Mining is a corporation incorporated under the laws of the CBCA, and the Lundin Mining Shares are listed on the TSX under the symbol "LUN" and Nasdaq Stockholm under the symbol "LUMI".

Interests of Certain Persons in the Arrangement

In considering the Arrangement and the recommendations of the Board with respect to the Arrangement, Securityholders should be aware that certain directors and Senior Officers of the Company have certain interests that are, or may be, different from, or in addition to, the interests of other Securityholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board is aware of these interests and considered them along with the other matters described above in "*The Arrangement – Reasons for the Arrangement*". These interests include those described below.

Securities Held by Directors and Senior Officers of the Company

The table below sets out for each director and Senior Officer of the Company the number of Josemaria Shares and Josemaria Options beneficially owned or controlled or directed by each of them and their Associates and affiliates that will be entitled to be voted at the Meeting, as of March 10, 2022.

Name, Province and Country of Residence, and Position with the Company	Number of Josemaria Options and % of Class ⁽¹⁾	Number of Josemaria Shares and % of Class ⁽²⁾
Ashley Heppenstall Director and Chairman <i>London, England</i>	691,000 (4.013%)	7,179,600 ⁽³⁾ (1.874%)
Adam I. Lundin President, Chief Executive Officer and Director <i>British Columbia, Canada</i>	2,374,000 (13.787%)	437,000 ⁽⁴⁾ (0.114%)
Wojtek Wodzicki Director <i>British Columbia, Canada</i>	1,066,000 (6.191%)	1,213,200 (0.317%)
Paul Conibear Director <i>British Columbia, Canada</i>	691,000 (4.013%)	408,988 (0.107%)
Ron F. Hochstein Director <i>British Columbia, Canada</i>	691,000 (4.013%)	32,400 (0.008%)
Christine Batruch Director <i>Veyrier, Switzerland</i>	691,000 (4.013%)	Nil (0%)

Name, Province and Country of Residence, and Position with the Company	Number of Josemaria Options and % of Class⁽¹⁾	Number of Josemaria Shares and % of Class⁽²⁾
Ian Gibbs Chief Financial Officer <i>British Columbia, Canada</i>	1,843,000 (10.703%)	Nil (0%)
Phil Brumit Executive Vice-President Projects and Operations <i>Georgia, United States</i>	975,000 (5.662%)	Nil (0%)
Reece Fuller Senior Vice-President Projects <i>British Columbia, Canada</i>	250,000 (1.452%)	Nil (0%)
Arndt Brettschneider Vice-President Corporate Development and Technical Services <i>British Columbia, Canada</i>	1,748,000 (10.152%)	60,000 (0.016%)
Jacinta Zaleski Vice-President Human Resources <i>British Columbia, Canada</i>	419,000 (2.433%)	Nil (0%)
Alfredo Vitaller Vice-President, Government Affairs and Community <i>Buenos Aires, Argentina</i>	204,100 (1.185%)	783,000 (0.204%)
Bob Carmichael Vice-President Exploration <i>British Columbia, Canada</i>	512,000 (2.973%)	130,000 (0.034%)
Judy A. McCall Corporate Secretary <i>British Columbia, Canada</i>	Nil (0%)	Nil (0%)
Total	12,155,100 (70.591%)	10,244,188 (2.674%)

Notes:

- (1) Based on 17,219,000 Josemaria Options issued and outstanding as at the Record Date. As a group, all current directors and Senior Officers beneficially own, directly or indirectly, or exercise control or discretion over, as of March 10, 2022, a total of 12,155,100 Josemaria Options, representing approximately 70.591% of the issued and outstanding Josemaria Options. Unless otherwise indicated, all securities are held directly.

- (2) Based on 383,117,604 Josemaria Shares issued and outstanding as at the Record Date. As a group, all current directors and Senior Officers beneficially own, directly or indirectly, or exercise control or discretion over, as of March 10, 2022, a total of 10,244,188 Josemaria Shares, representing approximately 2.674% of the issued and outstanding Josemaria Shares. Unless otherwise indicated, all securities are held directly.
- (3) Includes 7,179,600 Josemaria Shares owned by ROJAFI, a company controlled by Ashley Heppenstall.
- (4) Includes 130,000 Josemaria Shares held indirectly by Adam Lundin.

Employment Agreements and Compensation Bonus

The Company has entered into employment agreements (“**Employment Agreements**”) with the following Senior Officers of the Company which provide that, if there is a “Change of Control” (as defined in the Employment Agreements) of the Company and certain conditions are met, the Senior Officer would be entitled to receive the following respective amounts:

- **Adam Lundin, President & Chief Executive Officer** – if the Senior Officer’s employment is terminated or the Senior Officer resigns for “Good Reason” (as defined in the Senior Officer’s Employment Agreement) within six (6) months of a Change of Control, i) an amount equal to eighteen (18) months base salary and ii) an amount equivalent to the Short Term Incentive Plan (STIP) performance bonus earned by the Senior Officer for the calendar year prior to termination provided such amount is not greater than the Senior Officer’s current base salary.
- **Ian Gibbs, Chief Financial Officer** – if the Senior Officer’s employment is terminated or the Senior Officer resigns for “Good Reason” (as defined in the Senior Officer’s Employment Agreement) within six (6) months of a Change of Control, i) an amount equal to eighteen (18) months base salary and ii) an amount equivalent to the Short Term Incentive Plan (STIP) performance bonus earned by the Senior Officer for the calendar year prior to termination provided such amount is not greater than the Senior Officer’s current base salary.
- **Arndt Brettschneider, Vice President, Technical Services** – if the Senior Officer’s employment is terminated or the Senior Officer resigns within six (6) months of a Change of Control, an amount equal to six (6) months base salary.
- **Jacinta Zaleski, Vice President, Human Resources** – if the Senior Officer’s employment is terminated or the Senior Officer resigns for “Good Reason” (as defined in the Senior Officer’s Employment Agreement) within six (6) months of a Change of Control, i) an amount equal to twelve (12) months base salary and ii) an amount equivalent to the Short Term Incentive Plan (STIP) performance bonus earned by the Senior Officer for the calendar year prior to termination provided such amount is not greater than the Senior Officer’s current base salary.

Pursuant to the Employment Agreements, if the Arrangement is completed and the entitlements are triggered as described above following the completion of the Arrangement, the above-mentioned Senior Officers would be entitled to collectively receive aggregate cash compensation of approximately C\$2,283,900, as follows, plus continuation of benefits for the applicable period or equivalent lump sum cash payment:

Name	Change of Control Payment
Adam Lundin	C\$875,000
Ian Gibbs	C\$875,000
Arndt Brettschneider	C\$175,000
Jacinta Zaleski	C\$358,900

Insurance Indemnification of Directors and Officers of the Company

The Arrangement Agreement provides that, the Purchaser will, or will cause Josemaria Resources and its subsidiaries to, maintain in effect without any reduction in scope or coverage for six years from the Effective Date customary policies of directors' and officers' liability insurance providing protection no less favourable to the protection provided by the policies maintained by Josemaria Resources and its subsidiaries which were in effect as of the date of execution of the Arrangement Agreement and providing protection in respect to actions or omissions which occurred on or prior to the Effective Time. Prior to the Effective Time, Josemaria Resources shall purchase "run off" directors' and officers' liability insurance for a period of up to six years from the Effective Date, and the Purchaser will, or will cause the Company and its subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years following the Effective Date, and further provided that Josemaria Resources will not be required to expend more than an amount per year equal to 350% of the current annual premiums paid by Josemaria Resources or its subsidiaries for such insurance.

Required Securityholder Approval of the Arrangement

At the Meeting, pursuant to the Interim Order, Securityholders will be asked to approve the Arrangement Resolution. The complete text of the Arrangement Resolution to be presented to the Meeting is set forth in Appendix A to this Circular. Each Securityholder as at the Record Date will be entitled to vote on the Arrangement Resolution. The Arrangement Resolution must be approved with the Required Securityholder Approval, which is by at least (i) two-thirds of the votes cast on such resolution by Shareholders present in person or represented by proxy at the Meeting; and (ii) two-thirds of the votes cast on such resolution by Securityholders present in person or represented by proxy at the Meeting voting together as a single class.

The Arrangement Resolution must receive the Required Securityholder Approval in order for the Company to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

Court Approval of the Arrangement

Interim Order

The Arrangement requires approval by the Court under Section 192 of the CBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Appendix C to this Circular.

Final Order

Subject to the terms of the Arrangement Agreement, following the approval of the Arrangement Resolution by Securityholders, the Company intends to make an application to the Court for the Final Order approving the Arrangement. The Final Hearing is expected to be heard on April 26, 2022 at 9:45 a.m. (Vancouver time) or as soon thereafter as counsel may be heard, by MS Teams by the Court in Vancouver, or at any other date, time or method as the Court may direct. A copy of the Petition and Notice of Hearing of Petition is set forth in Appendix D to this Circular.

At the hearing, the Court will consider, among other things, the fairness of the terms and conditions of the Arrangement to those to whom securities will be issued. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. Prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for an exemption from registration under the U.S. Securities Act for the Lundin Mining Shares to be issued in the Arrangement to holders of Josemaria Shares pursuant to Section 3(a)(10) of the U.S. Securities Act. The Replacement Options to be issued pursuant to the Arrangement will also be exempt from registration under the U.S. Securities Act pursuant to Section 3(a)(10) of the U.S. Securities Act.

The Court has broad discretion under the CBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a

procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Josemaria may determine not to proceed with the Arrangement.

Any Securityholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a Response to Petition by no later than 4:00 p.m. (Vancouver time) on April 22, 2022, along with any other documents required, all as set out in the Interim Order and the Petition and Notice of Hearing of Petition, the text of which are set out in Appendix C and Appendix D to this Circular, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a Response to Petition will be given notice of the adjournment.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Petition and Notice of Hearing of Petition attached at Appendix D to this Circular. The Petition and Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

Each of the (i) Lundin Mining Shares to be issued pursuant to the Arrangement to Shareholders in exchange for their Josemaria Shares and (ii) Replacement Options to be issued pursuant to the Arrangement in exchange for Josemaria Options have not been and will not be registered under the U.S. Securities Act or any U.S. Securities Laws, and are being issued in reliance on the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof. The issuance of the foregoing securities shall be exempt from, or not subject to, U.S. state securities, or “blue sky”, laws. The Court has been advised that if the terms and conditions of the Arrangement and such issuance of Lundin Mining Shares and Replacement Options are approved by the Court, the Company and Lundin Mining intend to rely upon the Final Order of the Court approving the Arrangement and such issuance of Lundin Mining Shares and Replacement Options as a basis for the exemption from registration under the U.S. Securities Act of the issuance pursuant to the Arrangement of the Lundin Mining Shares and Replacement Options. Therefore, subject to the additional requirements of Section 3(a)(10), should the Court make a Final Order approving the Arrangement and such issuance of the Lundin Mining Shares and Replacement Options, such Lundin Mining Shares and Replacement Options issued pursuant to the Arrangement will be exempt from registration under the U.S. Securities Act pursuant to Section 3(a)(10) of the U.S. Securities Act.

Dissenting Shareholders’ Rights

The following is a summary of the provisions of the CBCA relating to a Shareholder’s dissent and appraisal rights in respect of the Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of its Josemaria Shares. This summary is qualified in its entirety by reference to the full text of section 190 of the CBCA, which is attached as Appendix G to this Circular, as modified by the Plan of Arrangement and the Interim Order (which is attached at Appendix C to this Circular).

The statutory provisions dealing with the right of dissent are technical and complex. Any Shareholder seeking to exercise his, her or its Dissent Rights should seek independent legal advice, as failure to comply strictly with the provisions of section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of all Dissent Rights. Accordingly, each Shareholder who wishes to exercise dissent rights should carefully consider and comply with the provisions of section 190 of the CBCA and consult a legal advisor.

The Interim Order expressly provides Registered Shareholders with the right to dissent with respect to the Arrangement Resolution. Each Dissenting Shareholder is entitled to be paid the fair value (determined as of immediately before the passing of the Arrangement Resolution) of all, but not less than all, of the holder’s Josemaria Shares, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

A Registered Shareholder who intends to exercise the Dissent Rights must deliver a written objection to the Arrangement Resolution (the “**Notice of Dissent**”) to the Company c/o Blake, Cassels & Graydon LLP, 2600 – 595 Burrard Street, Vancouver, British Columbia, Canada, V7X 1L3, Attention: Trisha Robertson, to be received by no later than 10:00 a.m. (Vancouver time) on April 19, 2022 (or by 10:00 a.m. on the second business day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures set forth in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, and described in the Circular. A vote in favour of the Arrangement Resolution will deprive the Registered Shareholder of any rights under section 190 of the CBCA.

Section 190 of the CBCA provides that a Shareholder may make a claim under that section only with respect to all the shares of a class held by the Shareholder or on behalf of any one beneficial owner and registered in the name of the Shareholder. Accordingly, a Shareholder may only exercise the right to dissent under section 190 in respect of Josemaria Shares which are registered in that Shareholder’s name. In many cases, Josemaria Shares beneficially owned by a Beneficial Shareholder are registered either: (a) in the name of an intermediary that the Beneficial Shareholder deals with in respect of Josemaria Shares (such as banks, trust companies, securities dealers and brokers, trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans, and their nominees); or (b) in the name of a clearing agency (such as CDS) of which the intermediary is a participant. Accordingly, a Beneficial Shareholder will not be entitled to exercise the right to dissent under section 190 of the CBCA directly (unless the shares are re-registered in the Beneficial Shareholder’s name). A Beneficial Shareholder who wishes to exercise the right to dissent should immediately contact the intermediary who the Beneficial Shareholder deals with in respect of the Josemaria Shares and either: (i) instruct the intermediary to exercise the right to dissent on the Beneficial Shareholder’s behalf (which, if the Josemaria Shares are registered in the name of CDS or another clearing agency, would require that the Josemaria Shares first be re-registered in the name of the intermediary); or (ii) instruct the intermediary to re-register the Josemaria Shares in the name of the Beneficial Shareholder, in which case the Beneficial Shareholder would have to exercise the right to dissent directly.

Within 10 days after the adoption of the Arrangement Resolution by the Securityholders, the Company is required to notify in writing each Dissenting Shareholder that the Arrangement Resolution has been adopted. A Dissenting Shareholder must, within 20 days after receipt of such notice, or, if he does not receive such notice, within 20 days after learning of the adoption of the Arrangement Resolution, send to the Company a written notice (the “**Demand for Payment**”) containing the Dissenting Shareholder’s name and address, the number of Josemaria Shares in respect of which the Dissenting Shareholder dissents, and a demand for payment of the fair value of such shares. Within 30 days after sending the Demand for Payment, the Dissenting Shareholder must send the certificates representing the Josemaria Shares in respect of which the Dissenting Shareholder dissents to the Company or its transfer agent. The Company or the transfer agent will endorse on the share certificates a notice that the holder thereof is a Dissenting Shareholder under section 190 of the CBCA and will forthwith return the share certificates to the Dissenting Shareholder. If a Dissenting Shareholder fails to send his share certificates, he has no right to make a claim under section 190 of the CBCA.

Not later than seven days after the later of the Effective Date and the day the Company receives the Demand for Payment, the Company will send, to each Dissenting Shareholder who has sent a Demand for Payment, a written offer to pay for the Josemaria Shares (“**Offer to Pay**”) of the Dissenting Shareholder in respect of which he has dissented in an amount considered by the directors of the Company to be the fair value thereof, accompanied by a statement showing how the fair value was determined. Every Offer to Pay made to Dissenting Shareholders for shares of the same class shall be on the same terms. The amount specified in an Offer to Pay that has been accepted by a Dissenting Shareholder shall be paid within 10 days of the acceptance, but an Offer to Pay lapses if the Company has not received an acceptance thereof within 30 days after the Offer to Pay has been made.

If an Offer to Pay is not made by the Company or if a Dissenting Shareholder fails to accept an Offer to Pay, the Company may, within 50 days after the Effective Date or within such further period as a court may allow, apply to the court to fix a fair value for the Josemaria Shares of any Dissenting Shareholder. If the Company fails to so apply to the court, a Dissenting Shareholder may apply to a court for the same purpose within a further period of 20 days or within such further period as the court may allow. A Dissenting Shareholder is not required to give security for costs in any application to the court.

On making an application to the court, the Company will give to each Dissenting Shareholder who has sent to the Company a Demand for Payment and who has not accepted an Offer to Pay, notice of the date, place and consequences of the application and of his right to appear and be heard in person or by counsel. All Dissenting Shareholders whose Josemaria Shares have not been purchased by the Company will be joined as parties to any such application to the court to fix a fair value and will be bound by the decision rendered by the court in the proceedings commenced by such application. The court is authorized to determine whether any other person is a Dissenting Shareholder who should be joined as a party to such application.

The court will fix a fair value for the Josemaria Shares of all Dissenting Shareholders and may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder from the Effective Date until the date of payment of the amount ordered by the court. The final order of the court in the proceedings commenced by an application by the Company or a Dissenting Shareholder will be rendered against the Company and in favour of each Dissenting Shareholder and for the amount of the shares as fixed by the court.

MI 61-101

The Company is a reporting issuer (or its equivalent) in all of the provinces and territories of Canada and, accordingly, is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among security holders, generally requiring enhanced disclosure, approval by a majority of security holders excluding interested parties and/or, in certain instances, independent valuations and approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to “business combinations” (as defined in MI 61-101) that terminate the interests of security holders without their consent.

MI 61-101 provides that, in certain circumstances, where a “related party” (as defined in MI 61-101) of an issuer is entitled to receive a “collateral benefit” (as defined in MI 61-101) in connection with an arrangement transaction (such as the Arrangement), such transaction may be considered a “business combination” for the purposes of MI 61-101 and subject to minority approval requirements.

A “collateral benefit”, as defined in MI 61-101, includes any benefit that a related party of the Company (which includes the directors and Senior Officers of the Company) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of the Company. However, such a benefit will not constitute a “collateral benefit” provided that certain conditions are satisfied.

Under MI 61-101, a benefit received by a related party of the Company is not considered to be a “collateral benefit” if the benefit is received solely in connection with the related party’s services as an employee, director or consultant of the Company or an affiliated entity and (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement, (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner, (iii) full particulars of the benefit are disclosed in disclosure document for the transaction, and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially owned or exercised control or direction over less than 1% of the outstanding Josemaria Shares (the “**De Minimis Exclusion**”), or (B) (x) the related party discloses to an independent committee of the Company the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the Josemaria Shares beneficially owned by the related party, (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (B) (x), and (z) the independent committee’s determination is disclosed in this Circular (the “**Independent Committee Exclusion**”).

If a “related party” receives a “collateral benefit” in connection with the Arrangement, the Arrangement Resolution will also require “minority approval” in accordance with MI 61-101. If “minority approval” is required, the Arrangement Resolution must also be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by the “related parties” of the Company who receive a “collateral benefit” in connection with the Arrangement.

Refer to the table above under the heading “*The Arrangement – Interests of Certain Persons in the Arrangement*” in this Circular for a description of the “benefits” that the Senior Officers may be entitled to receive in connection with the Arrangement. These “benefits” include the benefit received as a result of the accelerated vesting of the Josemaria Options and cash severance payments (which include payments for base salary, short-term incentives and health benefits). Such benefits would constitute “collateral benefits” if not otherwise excluded from the definition of “collateral benefit” as a result of the De Minimis Exclusion or the Independent Committee Exclusion.

Following disclosure by each of the directors and Senior Officers of the number of securities of Josemaria Resources held by them and the total consideration that they expect to receive pursuant to the Arrangement, the only Senior Officer of Josemaria Resources who is receiving a benefit in connection with the Arrangement and beneficially own or exercise control or direction over more than one percent (1%) of the Josemaria Shares is Mr. Ashley Heppenstall. As such, any benefit received by any director or Senior Officer, other than Mr. Ashley Heppenstall, is excluded from the definition of “collateral benefit” as a result of the De Minimis Exclusion.

Mr. Ashley Heppenstall, a Director of the Company, beneficially owns or exercises control or direction over more than 1% of the Josemaria Shares (calculated in accordance with the provisions of MI 61-101) and will receive a benefit as a result of the accelerated vesting of the Josemaria Options. Accordingly, such benefit that Mr. Ashley Heppenstall will receive as a result of the completion of the Arrangement would constitute a “collateral benefit” if it is not otherwise excluded from the definition of “collateral benefit” as a result of the Independent Committee Exclusion. The Special Committee has determined that the value of any benefits to be received by Mr. Ashley Heppenstall, net of any offsetting costs, is less than 5% of the value of consideration that Mr. Ashley Heppenstall expects he will be beneficially entitled to receive under the terms of the Arrangement, in exchange for the equity securities beneficially owned by him. The Special Committee has made a good faith determination that the value of consideration that Mr. Ashley Heppenstall may beneficially receive under the terms of the Arrangement is not a “collateral benefit”. As a result of the foregoing, the Josemaria Shares and Josemaria Options Mr. Ashley Heppenstall beneficially owns, directly or indirectly, or over which he has control or direction (being 7,179,160 Josemaria Shares and 691,000 Josemaria Options, respectively), will not be excluded for the purpose of determining if minority approval of the Arrangement is obtained.

Stock Exchange Delisting and Reporting Issuer Status

The Josemaria Shares will be delisted from the TSX, Nasdaq Stockholm and OTCQB as soon as practicable following the completion of the Arrangement. Following the Effective Date, it is expected that the Purchaser will cause the Company to apply to cease to be a reporting issuer under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer (or equivalent) or take or cause to be taken such other measures as may be appropriate to ensure that the Company is not required to prepare and file continuous disclosure documents.

Regulatory Approvals

Stock Exchange and Swedish Financial Supervisory Authority Approvals

The Lundin Mining Shares are listed and posted for trading on the TSX and Nasdaq Stockholm in Sweden.

It is a condition of the Arrangement that the TSX shall have conditionally approved for listing and Nasdaq Stockholm has approved for listing the Lundin Mining Shares to be issued or made issuable in connection with the Arrangement, and the prior approval and registration of the SFSA of the Swedish Prospectus has been obtained in connection with the Lundin Mining Shares on Nasdaq Stockholm to be issued or made issuable pursuant to the Arrangement.

On March 16, 2022, the TSX has conditionally approved the listing of the Lundin Mining Shares to be issued under the Arrangement and issuable on the exercise of the Replacement Options after completion of the Arrangement, subject to filing certain documents following the closing of the Arrangement.

The completion of the Arrangement is subject to the approval and registration of the SFSA of the Lundin Mining Swedish Prospectus. Lundin Mining has filed the Swedish Prospectus with the SFSA. The completion of the Arrangement is also conditional upon Nasdaq Stockholm’s approval of the listing of the Lundin Mining Shares to be

issued under the Arrangement and issuable on the exercise of the Replacement Options after completion of the Arrangement.

It is also a condition to the completion of the Arrangement that the TSX approve the transactions contemplated thereby. In a letter dated March 16, 2022, the TSX conditionally approved the Arrangement and the delisting of the Josemaria Shares following the closing of the Arrangement, subject to the delivery of certain closing documentation.

Blocked Trading in Josemaria Shares Held Through Euroclear Sweden

After the Swedish issuing agent, Aktieinvest, has received and registered duly completed Euroclear Election Forms for Shareholders holding their Josemaria Shares through Euroclear Sweden, the Shareholders' Josemaria Shares will be transferred to a new so called blocked securities account (Sw. *apportkonto*) which has been opened for each Shareholder whose Josemaria Shares are registered in the Euroclear Sweden system. In connection hereto, Euroclear Sweden will send a notification ("**VP-notice**") showing the number of Josemaria Shares that have been removed from the original securities account and a VP-notice showing the number of Josemaria Shares that have been entered in the newly opened blocked securities account. Shareholders who do not make a valid election pursuant to the election form, will have their Josemaria Shares transferred to a new blocked securities account (Sw. *apportkonto*) on April 14, 2022.

As of the Effective Date, Shareholders through Euroclear Sweden will cease to be a shareholder of Josemaria Resources and will only be entitled to receive the appropriate number of Lundin Mining Shares and/or cash to which such Shareholders are entitled under the Arrangement.

Regulatory Matters and Securities Law Matters

Regulatory Approvals in respect of the Arrangement include, but are not limited to, (i) in relation to Josemaria Resources, the approval of the TSX in respect of the Arrangement and the Required Securityholder Approval and (ii) in relation to Lundin Mining, the approval of the TSX and Nasdaq Stockholm for the issuance and listing of the Lundin Mining Shares to be issued pursuant to the Arrangement and the Lundin Mining Shares issuable on the exercise of the Replacement Options and the approval and registration of the SFSA for the Swedish Prospectus in connection with the Lundin Mining Shares to be issued and the Lundin Mining Shares issuable on the exercise of the Replacement Options pursuant to the Arrangement. Other than the Regulatory Approvals and the approval and registration of the SFSA of the Swedish Prospectus, Josemaria Resources is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought. Any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, Josemaria Resources currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date. Subject to receipt of the Required Securityholder Approval at the Meeting, receipt of the Final Order and the satisfaction or waiver of all other conditions specified in the Arrangement Agreement, the Effective Date is expected to be on or about April 28, 2022.

Canadian Securities Law Matters

Each Shareholder is urged to consult with their professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Lundin Mining Shares issued pursuant to the Arrangement.

Status under Canadian Securities Laws

Josemaria Resources is a reporting issuer in all provinces and territories of Canada. The Josemaria Shares currently trade on the TSX, Nasdaq Stockholm and OTCQB. After the Arrangement, Josemaria Resources will be a wholly-owned subsidiary of Lundin Mining, the Josemaria Shares will be delisted from the TSX and OTCQB (delisting is anticipated to be effective one or two Business Days following the Effective Date) and Lundin Mining expects to apply to the applicable Canadian securities regulators to have Josemaria Resources cease to be a reporting issuer. The

Josemaria Shares will further be delisted from Nasdaq Stockholm as soon as possible following the completion of the Arrangement.

Distribution and Resale of Lundin Mining Shares under Canadian Securities Laws

The distribution of the Lundin Mining Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Lundin Mining Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined National Instrument 45-102 – "Resale of Securities" of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or to create a demand for the Lundin Mining Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such sale, and (iv) if the selling security holder is an insider or officer of Lundin Mining, the selling security holder has no reasonable grounds to believe that Lundin Mining is in default of Canadian Securities Laws.

United States Securities Law Matters

The following discussion is a general overview of certain requirements of U.S. Securities Laws that may be applicable to U.S. Securityholders. All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of Lundin Mining Shares to be received in exchange for their Josemaria Shares pursuant to the Arrangement, or Lundin Mining Shares to be received upon exercise of the Replacement Options, complies with applicable U.S. Securities Laws.

The following discussion does not address the Canadian Securities Laws that will apply to the issue and resale of Lundin Mining Shares within Canada by Securityholders in the United States. Securityholders in the United States reselling their Lundin Mining Shares in Canada must comply with Canadian Securities Laws, as outlined elsewhere in this Circular.

Each of Josemaria Resources and Lundin Mining is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act. It is our intention that the Lundin Mining Shares will be listed for trading on the TSX following completion of the Arrangement. However, there can be no assurance that we will be successful in obtaining such listing. We do not intend to seek a listing for the Lundin Mining Shares on a stock exchange in the United States.

Exemption from the Registration Requirements of the U.S. Securities Act

The Lundin Mining Shares and the Replacement Options to be issued to Securityholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and exchanged in reliance upon Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the Securities Laws of each state of the United States in which Securityholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act with respect to the Lundin Mining Shares and the Replacement Options to be issued to Securityholders pursuant to the Arrangement.

Resales of Lundin Mining Shares After the Effective Date

The Lundin Mining Shares to be received by Shareholders in exchange for their Josemaria Shares pursuant to the Arrangement (which, for avoidance of doubt, does not include Lundin Mining Shares issuable upon exercise of the

Replacement Options), will be freely tradeable under the U.S. Securities Act, except by persons who are “affiliates” (as defined in Rule 144 under the U.S. Securities Act) of Lundin Mining after the Effective Date, or were “affiliates” of Lundin Mining within 90 days prior to the Effective Date. Persons who may be deemed to be “affiliates” of an issuer include individuals or entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Typically, persons who are executive officers, directors or 10% or greater shareholders of an issuer are considered to be its “affiliates”.

Any resale of Lundin Mining Shares by such an “affiliate” or former “affiliate” will be subject to certain restrictions on resale imposed by the U.S. Securities Act, and may not be resold in the absence of registration under the U.S. Securities Act or an exemption from such registration, if available, such as the exemption provided under Rule 144 or the safe harbor provided by Rule 904 of Regulation S under the U.S. Securities Act.

Resales by Affiliates Pursuant to Rule 144

In general, pursuant to Rule 144, persons who are “affiliates” (as defined in Rule 144) of Lundin Mining after the Effective Date, or were “affiliates” of Lundin Mining within 90 days prior to the Effective Date, will be entitled to sell, during any three-month period, those Lundin Mining Shares that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer required under Rule 144. Persons who are “affiliates” after the Arrangement will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be “affiliates” of Lundin Mining.

Resales by Affiliates Pursuant to Regulation S

In general, pursuant to Regulation S, if at the Effective Date, Lundin Mining is a “foreign private issuer” (as defined in Rule 3b-4 under the U.S. Exchange Act), persons who are “affiliates” (as defined in Rule 144) of Lundin Mining after the Effective Date, or were “affiliates” of Lundin Mining within 90 days prior to the Effective Date, solely by virtue of their status as an executive officer or director of Lundin Mining, may sell their Lundin Mining Shares outside the United States in an “offshore transaction” if none of the seller, an “affiliate” (as defined in Rule 144) of the seller or any person acting on their behalf engages in “directed selling efforts” in the United States with respect to such securities and provided that no selling concession, fee or other remuneration is paid in connection with such sale other than the usual and customary broker’s commission that would be received by a person executing such transaction as agent. For purposes of Regulation S, “directed selling efforts” means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered. Also, for purposes of Regulation S, an offer or sale of securities is made in an “offshore transaction” if the offer is not made to a person in the United States and either (a) at the time the buy order is originated, the buyer is outside the United States, or the seller reasonably believes that the buyer is outside of the United States, or (b) the transaction is executed in, on or through the facilities of a “designated offshore securities market” (which would include a sale through the TSX), and neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States. Certain additional restrictions set forth in Rule 903 of Regulation S are applicable to sales outside the United States by holders of Lundin Mining Shares who are “affiliates” of Lundin Mining after the Effective Date, or were “affiliates” of Lundin Mining within 90 days prior to the Effective Date, other than by virtue of their status as an officer or director of Lundin Mining.

Exercise of Replacement Options

The exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act does not exempt the issuance of securities upon the exercise of securities that were previously issued pursuant to Section 3(a)(10) of the U.S. Securities Act. As a result, the Lundin Mining Shares issuable upon exercise of the Replacement Options after the Effective Date may not be issued in reliance upon Section 3(a)(10) of the U.S.

Securities Act and the Replacement Options may only be exercised pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state Securities Laws or pursuant to a registration statement under the U.S. Securities Act. Prior to the issuance of any Lundin Mining Shares pursuant to any such exercise of Replacement Options after the Effective Time, Lundin Mining may require evidence (which may include an opinion of counsel of recognized standing) reasonably satisfactory to Lundin Mining to the effect that the issuance of such Josemaria Shares does not require registration under the U.S. Securities Act or applicable state securities laws.

Lundin Mining Shares received upon exercise of the Replacement Options after the Effective Time by holders in the United States will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be resold unless such securities are registered under the U.S. Securities Act and all applicable state securities laws or unless an exemption from such registration requirements is available. Subject to certain limitations as noted above, any Lundin Mining Shares issuable upon the exercise of Replacement Options may be resold outside the United States without registration under the U.S. Securities Act pursuant to Regulation S in an “offshore transaction” (as such term is defined in Regulation S).

Swedish Securities Law Matters

Pursuant to Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the “**Prospectus Regulation**”), Lundin Mining is required to prepare a prospectus which must be approved and registered by the SFSA. It is a condition to the completion of the Arrangement that the SFSA shall have granted its approval of and registered the Lundin Mining Swedish Prospectus. See “*The Arrangement Agreement – Conditions to Closing*”.

Only Lundin Mining Shares registered in the Swedish local central securities depository system with Euroclear will be subject to trading on Nasdaq Stockholm following the closing of the Arrangement. In order to trade Lundin Mining Shares on TSX, holders of Lundin Mining Shares registered with Euroclear are advised to contact their Intermediary. No physical share certificates representing Lundin Mining Shares will be issued to holders of Lundin Mining Shares through Euroclear.

IMPORTANT INFORMATION FOR HOLDERS OF EUROCLEAR SWEDEN REGISTERED JOSEMARIA SHARES

Election

Shareholders whose Josemaria Shares are directly registered with Euroclear Sweden who wish to make an election must, during the period from March 25, 2022 up to and including April 13, 2022, at 15.00 CET (the “**Euroclear Election Deadline**”), sign and submit a duly completed election form (the “**Euroclear Election Form**”) to Aktieinvest either by mail to the address stated on the Euroclear Election Form or to the e-mail address stated on the Euroclear Election Form.

An Euroclear Election Form that is sent by mail, in the enclosed pre-paid envelope attached, must be sent in ample time before the last day of the election period so that it may be received by Aktieinvest before the Euroclear Election Deadline.

The securities account (Sw. *VP-konto*) and the current number of Josemaria Shares as of March 10, 2022 are pre-printed on the Euroclear Election Form which is sent out with a pre-paid envelope to Shareholders who are directly registered with Euroclear Sweden. Shareholders should verify that the pre-printed information on the Euroclear Election Form is correct.

Note that Euroclear Election Forms which are incomplete or incorrectly completed may be disregarded. No amendments to the pre-printed text may be conducted on the Euroclear Election Form. Shareholders who do not make a valid election pursuant to the Euroclear Election Form, by properly completing and duly executing the

Euroclear Election Form and submitting it to Aktieinvest no later than the Euroclear Election Deadline, will be deemed to have elected the Share Consideration (together with the Share Consideration Cash Payment) subject to pro-rata.

If Josemaria Shares are pledged in the Euroclear system, both the Shareholder and the pledgee must sign the Euroclear Election Form and confirm that the pledge will be terminated should the Arrangement be completed.

Those who are registered in the list of pledgees and guardians will not receive an Euroclear Election Form but will instead be notified separately.

Shareholders whose holdings are registered in the name of an Intermediary will not receive a pre-printed Euroclear Election Form. Election must be made in accordance with instructions received by the Intermediary.

The Euroclear Election Form for directly registered Shareholders with Euroclear can be ordered from Aktieinvest via e-mail emittentservice@aktieinvest.se.

Confirmation and transfer of Josemaria Shares to blocked securities accounts

After Aktieinvest has received and registered duly completed Euroclear Election Forms, the Shareholder's Josemaria Shares will be transferred to a new so called blocked securities account (Sw. *appportkonto*) which has been opened for each Shareholder whose Josemaria Shares are registered in the Euroclear system. In connection therewith, Euroclear will send a VP-notice showing the number of Josemaria Shares that have been removed from the original securities account and a VP-notice showing the number of Josemaria Shares that have been entered in the newly opened blocked securities account. Shareholders whose Josemaria Shares are directly registered with Euroclear who do not make a valid election pursuant to the Euroclear Election Form will have their Josemaria Shares transferred to a new blocked securities account (Sw. *appportkonto*) on April 14, 2022, being the Business Day immediately following the Euroclear Election Deadline. When the Josemaria Shares have been transferred to the blocked securities account as per the above, it will not be possible to trade the Josemaria Shares on Nasdaq Stockholm.

As of the Effective Date, Shareholders will cease to be a shareholder of Josemaria Resources and will only be entitled to receive the appropriate number of Lundin Mining Shares and/or cash to which such Shareholder is entitled under the Arrangement.

Settlement

Settlement will be initiated as soon as possible following the Arrangement becoming effective on the Effective Date, which is estimated to occur around April 28, 2022. Shareholders will cease to be a shareholder of Josemaria Resources as of the Effective Date and will only be entitled to receive the appropriate number of Lundin Mining Shares and/or cash to which such Shareholder is entitled under the Arrangement. Settlement will be notified by distribution of a transaction note.

Any Cash Consideration and Share Consideration Cash Payment, as applicable, will be received by Shareholders whose Josemaria Shares are directly registered with Euroclear in Swedish kronor (SEK). The conversion from C\$ to SEK will be made at public market rate at the time of the settlement. The settlement amount will be paid to the yield account which is connected to the Shareholder's securities account. The payment to Shareholders who do not have a yield account connected to their securities account, may be delayed.

Note that, even if the Josemaria Shares are pledged, payment will be made to the yield account or in accordance with what is stated above.

No fractional Lundin Mining Shares will be issued.

In connection with settlement, the Josemaria Shares will be removed from the blocked securities account which will then be terminated. No notice evidencing the removal from the blocked securities account will be sent.

If the holding is registered in the name of an Intermediary, settlement will be provided for by the Intermediary.

THE ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following is a summary of the principal terms of the Arrangement Agreement and does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is incorporated by reference herein and has been filed by the Company under its SEDAR profile at www.sedar.com and to the Plan of Arrangement, which is attached hereto as Appendix B. Capitalized terms used but not otherwise defined herein have the meanings set out in the Arrangement Agreement and the Plan of Arrangement.

Conditions to Closing

The completion of the transactions contemplated by the Arrangement Agreement are subject to the fulfilment, on or before the Effective Time, of a number of conditions including, among other things:

- (i) the Arrangement Resolution will have been approved by the Securityholders at the Meeting in accordance with the Interim Order and applicable Laws;
- (ii) the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and the Purchaser, each acting reasonably;
- (iii) the necessary conditional approvals of the TSX, Nasdaq Stockholm, and the approval and registration of the SFSA of the Swedish Prospectus, will have been obtained;
- (iv) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will have been taken under any Laws or by any Governmental Authority that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;
- (v) the Consideration Shares and Replacement Options to be issued in the United States pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof; and
- (vi) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to a number of additional conditions precedent, of which the following are for the exclusive benefit of the Purchaser and may be waived by the Purchaser. The conditions include, among other things:

- (i) the Company shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;
- (ii) the representations and warranties of the Company being true and correct as of the Effective Date, as provided for in the Arrangement Agreement;
- (iii) the Shareholders not having exercised Dissent Rights representing more than 5% of the Josemaria Shares then outstanding;
- (iv) a Material Adverse Effect has not occurred or have been disclosed to the public (if previously undisclosed to the public) since the date of the Arrangement Agreement;
- (v) the Purchaser having received a certificate of the Company certifying that the conditions precedent have been satisfied or waived; and

- (vi) all waivers, consents, permits etc. under or pursuant to any Material Contract which the Purchaser has determined necessary having been obtained on terms which are satisfactory to the Purchaser, acting reasonably; and
- (vii) there being no pending or threatened Proceeding by any Governmental Authority that would result in a: (i) prohibition or restriction on the acquisition by the Purchaser of any Josemaria Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement; (ii) prohibition or material limit on the ownership by the Purchaser of the Company or any material portion of their respective businesses; and (iii) imposition of limitations on the ability of the Purchaser to acquire or hold any Josemaria Shares, including the right to vote such Josemaria Shares.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent, of which the following are for the exclusive benefit of the Company and may be waived by the Company. The conditions include, among other things:

- (i) the Purchaser shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;
- (ii) the representations and warranties of the Purchaser being true and correct as of the Effective Date, as provided for in the Arrangement Agreement;
- (iii) since the date of the Arrangement Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Lundin Mining Material Adverse Effect;
- (iv) the Company having received a certificate of the Purchaser certifying that the conditions precedent have been satisfied or waived; and
- (v) the Purchaser having paid the Consideration and the Depositary having confirmed receipt of the Consideration.

Mutual Covenants

Each of the Parties has given usual and customary mutual covenants for an agreement of the nature of the Arrangement Agreement, including, among other things, covenants to:

- (i) use commercially reasonable efforts to satisfy the conditions precedent to their respective obligations under the Arrangement Agreement;
- (ii) use commercially reasonable efforts not to take or cause to be taken any action, or refrain from taking any commercially reasonable action, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement; and
- (iii) notify the other Party of: (a) any communication relating to a person alleging consent is required in connection with the Arrangement; (b) any communication from or with any Governmental Authority in connection with the Arrangement; (c) any litigation threatened or commenced that is related to the Arrangement.

Covenants of the Company

The Company has given, in favour of the Purchaser, usual and customary covenants for an agreement of the nature of the Arrangement Agreement, including, among other things, covenants to, and except (i) with the Purchaser's consent in writing, (ii) as expressly permitted or specifically contemplated by the Arrangement Agreement, (iii) as set out in the Company Disclosure Letter, or (iv) as is otherwise required by applicable Law or any Governmental Authority:

- (i) conduct its business within the ordinary course, in accordance with applicable Laws and use commercially reasonable efforts to preserve its business (including its subsidiaries);
- (ii) cooperate and consult with the Purchaser regarding operation of the Company's properties (including, without limitation, the Josemaria Project) and assets reflected in the balance sheet forming part of the Company Public Disclosure Record and capital expenditures and will not make any capital expenditures or other financial commitments in excess of US\$5,000,000 in the aggregate;
- (iii) not issue, sell, or dispose of any Josemaria Shares or securities convertible into Josemaria Shares (other than pursuant to outstanding Josemaria Options or the Debentures), alter its constituting documents, declare dividends, split, divide, consolidate or reclassify the Josemaria Shares, encumber or agree to encumber the Josemaria Shares, redeem, purchase or subject any of the Josemaria Shares or securities convertible into Josemaria Shares to a Lien, amend the terms of any securities of the Company or its subsidiaries, reorganize, amalgamate or merge with another company, allow its subsidiaries to amalgamate or merge with another company; reduce the stated capital of the shares of the Company or its subsidiaries, liquidate or resolve to liquidate the Company or its subsidiaries, create any subsidiary or enter into any arrangements regarding control or management of the operations of the Company or its subsidiaries; make material changes to any of its accounting policies, or enter into, modify or terminate any Contract with respect to any of the foregoing;
- (iv) notify the Purchaser of any material change, any event, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, any breach of the Arrangement Agreement, or any event occurring after the date of the Arrangement Agreement that would render a representation or warranty inaccurate;
- (v) not, and not directly or indirectly, cause or permit its subsidiaries (except in connection with the Arrangement Agreement) to:
 - (A) sell, pledge, lease, licence, dispose of, mortgage or encumber or otherwise transfer any assets or properties of the Company or its subsidiaries;
 - (B) acquire or agree to acquire any corporation, partnership, association or other business organization;
 - (C) incur capital expenditures, enter into any agreement obligating the Company or its subsidiaries to provide for future capital expenditures, in excess of US\$5,000,000 in the aggregate or incur any indebtedness or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances other than pursuant to a Material Contract in existence on the date of the Arrangement Agreement;
 - (D) pay, discharge or satisfy any claim, liability or obligation prior to the same being due (other than in the ordinary course and as reflected or reserved against in the Company Financial Statements, or voluntarily waive, release, assign, settle or compromise any Proceeding;
 - (E) engage in a new business inconsistent with the existing business;
 - (F) enter into or terminate any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or other financial instruments or like transaction, other than in the ordinary course of business consistent with the Company's financial risk management policy; or
 - (G) authorize any of the foregoing, or enter into or modify any Contract to do any of the foregoing;
- (vi) not, and not directly or indirectly, cause or permit its subsidiaries (except in the ordinary course of business) to:

- (A) terminate, fail to renew, cancel, waive, release, grant or transfer any rights that are material to the Company;
 - (B) enter into any Contract that, if entered into prior to the date of the Arrangement Agreement, would be a Material Contract, or terminate, cancel, extend, renew or amend, modify or change any Material Contract or waive, release, or assign any material rights or claims thereto or thereunder; or
 - (C) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;
- (vii) not, except in the ordinary course of business or pursuant to any existing Contracts or employment, pension, supplemental pension, termination or compensation arrangements or policies or plans in effect on the date of the Arrangement Agreement, and except as is necessary to comply with applicable Laws:
- (A) grant to any officer, director, employee or consultant of the Company or its subsidiaries an increase in compensation in any form;
 - (B) grant any general salary or fee increase, pay any fee, bonus, award (equity or otherwise) or other material compensation to the directors, officers, employees or consultants of the Company or its subsidiaries other than the payment of salaries, fees and bonuses in the ordinary course of business as disclosed in the Company Disclosure Letter;
 - (C) take any action with respect to the grant, acceleration or increase of any severance, change of control, retirement, retention or termination pay or amend any existing arrangement relating to the foregoing;
 - (D) enter into or modify any employment or consulting agreement with any officer or director of the Company or its subsidiaries;
 - (E) enter into or modify any employment or consulting agreement with any employee or consultant that provides for base salary, fees, bonus or any other incentive in excess of US\$250,000, in the aggregate.
 - (F) terminate the employment or consulting arrangement of any senior management employees, except for cause;
 - (G) increase any benefits payable under its current severance or termination pay policies;
 - (H) increase the coverage, contributions, funding requirements or benefits available under any Employee Plan or create any new plan which would be considered to be an Employee Plan once created;
 - (I) make any material determination under any Employee Plan that is not in the ordinary course of business;
 - (J) amend the Company Option Plan, or adopt or make any contribution to or any award under any new performance share unit plan or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors or senior officers or former directors or senior officers of the Company or its subsidiaries;
 - (K) take any action to accelerate the time of payment of any compensation or benefits, amend or waive any performance or vesting criteria or accelerate vesting under the Company Option Plan; or
 - (L) establish, adopt, enter into, amend or terminate any collective bargaining agreement;

- (viii) not make any loan to any officer, director, employee or consultant of the Company or its subsidiaries;
- (ix) use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Company and its subsidiaries, including directors' and officers' insurance, not to be cancelled, terminated, amended or modified and to prevent any of the coverage thereunder from lapsing, provided that the Company will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months;
- (x) use commercially reasonable efforts to retain the services of its and its subsidiaries' existing employees and consultants (including the Company's senior management) until the Effective Time, and will promptly provide written notice to the Purchaser of the resignation or termination of any of its key employees or consultants;
- (xi) not make an application to amend, terminate, allow to expire or lapse or otherwise modify any of its Permits or take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any material Permit necessary to conduct its businesses as now being conducted;
- (xii) file all Returns and withhold any Taxes pursuant to applicable Laws; and will not (A) change tax accounting methods, principles or practices, except as required by a change in IFRS, (B) settle, compromise or agree to the entry of judgement with respect to any action, claim or other Proceeding relating to Taxes, (other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Company Financial Statements), (C) enter into any tax sharing, tax allocation or tax indemnification agreement, (D) make a request for a tax ruling to any Governmental Authority, or (E) agree to any extension or waiver of the limitation period relating to any material Tax claim or assessment or reassessment;
- (xiii) not directly or indirectly take any action or enter into any transaction, other than a Pre-Acquisition Reorganization or a transaction taken in the ordinary course of business, that could reasonably be expected to have the effect of materially reducing or eliminating the amount of the tax cost "bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act otherwise available to Purchaser and its successors and assigns in respect of the non-depreciable capital properties owned by the Company directly or indirectly as of the date of the Arrangement Agreement or acquired by such entities subsequent to the date of the Arrangement Agreement in accordance with the terms of the Arrangement Agreement, without first consulting with the Purchaser, and the Company will use commercially reasonable efforts to address reasonable concerns of the Purchaser prior to taking or allowing a subsidiary to take such action or transaction;
- (xiv) not, and not cause or permit its subsidiaries to, settle or compromise any action, claim or other Proceeding;
- (xv) not, and not cause or permit its subsidiaries to, commence any litigation;
- (xvi) not, and not cause or permit its subsidiaries to, enter into or renew any Contract (i) containing (A) any limitation or restriction on the ability of the Company or its subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of the Purchaser or any of its affiliates, to engage in any type of activity or business, (B) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of the Company or its subsidiaries or, following consummation of the transactions contemplated by the Arrangement Agreement, all or any portion of the business of the Purchaser or any of its affiliates, is or would be conducted, (C) any limit or restriction on the ability of the Company or its subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of the Purchaser or any of its affiliates, to solicit customers or employees, or (D) containing any provision restricting or triggered by the transactions contemplated in the Arrangement Agreement; or (ii) that would reasonably be expected to prevent or impede or delay the completion of the Arrangement;
- (xvii) not, and not cause or permit any of its subsidiaries to, take any action which would render any representation or warranty made by the Company in the Arrangement Agreement untrue or inaccurate in any material

respect (disregarding for this purpose all materiality or Material Adverse Effect qualifications contained therein); and

- (xviii) not, and not cause or permit its subsidiaries to, agree, announce, resolve, authorize or commit to do any of the foregoing, except as permitted above.

In addition, the Arrangement Agreement provides that the Company will, in relation to the Arrangement, use commercially reasonable efforts to, among other things:

- (i) promptly provide the Purchaser a copy of each confidentiality and/or standstill agreement (if providing a copy of such agreement is not expressly prohibited by the terms of such agreement) which has been entered into by the Company and any third party prior to the date of the Arrangement Agreement;
- (ii) subject to the Purchaser's review, publicly announce the execution of the Arrangement Agreement;
- (iii) obtain all necessary waivers, consents and approvals required to be obtained by the Company and its subsidiaries from other parties to any Material Contracts in order to complete the Arrangement;
- (iv) carry out all actions necessary to ensure the availability of the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act; and
- (v) upon reasonable consultation with the Purchaser, oppose, or seek to lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend all lawsuits or other legal, regulatory or other Proceedings against the Company challenging or affecting the Arrangement Agreement or the completion of the Arrangement.

In the event the Purchaser concludes it is necessary or desirable to proceed with an Alternative Transaction, the Company agrees to support the completion of the Alternative Transaction in the same manner as the Arrangement and will otherwise fulfill its covenants contained in the Arrangement Agreement in respect of such Alternative Transaction.

Covenants of the Purchaser

The Purchaser has given, in favour of the Company, usual and customary covenants for an agreement of the nature of the Arrangement Agreement, including, among other things, covenants to:

- (i) subject to the Company's review, publicly announce the execution of the Arrangement Agreement;
- (ii) cooperate with the Company to obtain all necessary waivers, consents and approvals required to be obtained by the Company;
- (iii) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from the Purchaser relating to the Arrangement required to be completed prior to the Effective Time;
- (iv) upon reasonable consultation with the Company, oppose or seek to lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend all lawsuits or other legal, regulatory or other Proceedings against or relating to the Purchaser challenging or affecting the Arrangement Agreement or the completion of the Arrangement;
- (v) carry out the terms of the Interim Order and Final Order to the extent applicable to the Purchaser;

- (vi) apply for and use commercially reasonable efforts to obtain conditional approval of the listing and posting for trading on the TSX, and approval for listing on Nasdaq Stockholm, in each case of the Consideration Shares and Lundin Mining Shares issuable upon exercise of the Replacement Options; and
- (vii) at or prior to the Effective Time, allot and reserve for issuance a sufficient number of Lundin Mining Shares to meet the obligations of Purchaser under the Plan of Arrangement.

Non-Solicitation and Right to Match

Josemaria Resources has agreed not to, directly or indirectly, including through its subsidiaries or its representatives:

- (i) make, initiate, solicit, promote, entertain or encourage (including by way of furnishing or affording access to information or any site visit or entering into any form of agreement, arrangement or understanding (other than an Acceptable Confidentiality Agreement or take any other action that facilitates, directly or indirectly, any inquiry or the making of any inquiry, proposal or offer with respect to an Acquisition Proposal or that reasonably could be expected to constitute or lead to an Acquisition Proposal;
- (ii) participate directly or indirectly in any discussions or negotiations with, furnish confidential information to, any person (other than Lundin Mining and its subsidiaries) regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to constitute or lead to an Acquisition Proposal;
- (iii) make or propose publicly to make a Change of Recommendation;
- (iv) accept, recommend, enter into, or propose publicly to accept, recommend or enter into, any agreement, understanding or arrangement in respect of an Acquisition Proposal (other than an Acceptable Confidentiality Agreement); or
- (v) make any public announcement or take any other action inconsistent with, or that could reasonably be likely to be regarded as detracting from, the approval, recommendation or declaration of advisability of the Board of the transactions contemplated by the Arrangement Agreement.

Josemaria Resources has agreed to, and to cause its subsidiaries and representatives to, immediately cease and terminate any existing solicitation, encouragement, discussion, negotiation or other activities with any person (other than Lundin Mining, its subsidiaries and their respective representatives) conducted prior to the date of the Arrangement Agreement by Josemaria Resources or any of its representatives or its subsidiaries and their representatives with respect to any Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to constitute or lead to an Acquisition Proposal.

Josemaria Resources agreed to immediately discontinue access to and disclosure of any and all information, including its confidential information, and access to any data room, virtual or otherwise, to any person (other than access by Lundin Mining and its representatives), and within two Business Days after the date of the Arrangement Agreement, request and use its commercially reasonable efforts to ensure the return or destruction of all confidential information regarding Josemaria Resources or its subsidiaries previously provided in connection therewith to any person (other than Lundin Mining and its representatives). In addition, Josemaria Resources must enforce all confidentiality, standstill, non-disclosure or similar agreement, restrictions of covenants to which it or its subsidiaries is party.

If at any time prior to Josemaria Resources obtaining the Required Securityholder Approval it receives a *bona fide* written Acquisition Proposal from any person that did not result from a breach of the non-solicitation provisions of the Arrangement Agreement, and the Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would, if consummated in accordance with its terms, reasonably be expected to constitute a Superior Proposal, then Josemaria Resources and its representatives may (i) furnish or provide access to or disclosure of information to such person pursuant to an Acceptable Confidentiality Agreement, if and only if (y) Josemaria Resources provides a copy of such agreement to Lundin Mining promptly upon its execution, and (z) Josemaria Resources contemporaneously provides to Lundin Mining any non-public information

concerning Josemaria Resources that is provided to such person which was not previously provided to Lundin Mining or its representatives, and (ii) engage in or participate in any discussions or negotiations regarding such Acquisition Proposal.

Josemaria Resources must promptly (and, in any event, within 24 hours) notify Lundin Mining of any Acquisition Proposal or any inquiry that could reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for non-public information relating to Josemaria Resources, or access to the properties, books or records of Josemaria Resources by any person that informs Josemaria Resources that it is considering making an Acquisition Proposal, including a copy of any written Acquisition Proposal, a description of the material terms and conditions of such inquiry or request and the identity of the person making such Acquisition Proposal, inquiry or request. Josemaria Resources has covenanted to keep Lundin Mining promptly and fully informed of the status, developments and details of any such inquiry, request or Acquisition Proposal, inquiry or request, including any material changes, modifications or other amendments thereto.

If at any time prior to the Meeting, Josemaria Resources receives a *bona fide* Acquisition Proposal that the Board has determined is a Superior Proposal, the Board may (a) make a Change of Recommendation, or (b) enter into any Acquisition Agreement with respect to such Superior Proposal, but only if

- (i) Josemaria Resources has complied with and continues to be in compliance in all material respects with the non-solicitation and right to match provisions of the Arrangement Agreement;
- (ii) Josemaria Resources has given written notice to Lundin Mining that it has received such Superior Proposal and that the Board has determined that (x) such Acquisition Proposal constitutes a Superior Proposal and (y) the Board intends to make a Change of Recommendation and/or enter into an Acquisition Agreement with respect to such Superior Proposal, in each case promptly following the making of such determination, together with a summary of the material terms of any proposed Acquisition Agreement or other agreement relating to such Superior Proposal (together with a copy of such agreement and any ancillary agreements and supporting materials) to be executed with the person making such Superior Proposal, and, if applicable, a written notice from the Board regarding the value or range of values in financial terms that the Board has, in consultation with financial advisors, determined should be ascribed to any non-cash consideration offered in the Superior Proposal;
- (iii) a period of five Business Days (such period being the “**Superior Proposal Notice Period**”) will have elapsed from the later of (i) the date Lundin Mining received written notice from Josemaria Resources of the Superior Proposal and, if applicable, the notice from the Board with respect to any non-cash consideration; and (ii) the date on which Lundin Mining received the summary of material terms and copies of agreements and supporting materials relating to the Superior Proposal;
- (iv) if Lundin Mining has proposed to amend the terms of the Arrangement Agreement, the Board shall have determined in good faith, after consultation with its financial advisors and outside legal counsel, that (x) the Acquisition Proposal remains a Superior Proposal compared to the Arrangement as proposed to be amended by Lundin Mining and has provided Lundin Mining with full details of the basis on which such determination was made and (y) failure to take such action would be inconsistent with the fiduciary duties of such directors under applicable Law;
- (v) in the event Josemaria Resources intends to enter into an Acquisition Agreement, Josemaria Resources concurrently terminates the Arrangement Agreement;
- (vi) Josemaria Resources has previously, or concurrently will have, paid to Lundin Mining the Termination Fee and any amount outstanding under the Interim Facility.

During a Superior Proposal Notice Period or such longer period as the Company may approve for such purpose, in its sole discretion, Lundin Mining has the right, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal. Josemaria Resources has agreed that, subject to its disclosure obligations under applicable Securities

Laws, the fact of the making of, and each of the terms of, any such proposed amendments shall be kept strictly confidential and shall not be disclosed to any person (including without limitation, the person having made the Superior Proposal), other than the Company's representatives, without Lundin Mining's prior written consent. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of the amendments proposed by Lundin Mining, the Parties will amend the terms of the Arrangement Agreement and the Arrangement to reflect such offer made by Lundin Mining.

If the Board continues to believe in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal remains a Superior Proposal and therefore rejects Lundin Mining's offer to amend the Arrangement Agreement and the Arrangement, Josemaria Resources may (i) make a Change of Recommendation and/or (ii) enter into an Acquisition Agreement with respect to such Superior Proposal.

The Board must reaffirm the Board Recommendation by news release promptly after (i) the Board has determined that any Acquisition Proposal is not a Superior Proposal if the Acquisition Proposal has been publicly announced or made; or (ii) the Board makes the determination that an Acquisition Proposal that has been publicly announced or made and which previously constituted a Superior Proposal has ceased to be a Superior Proposal, and the Parties have so amended the terms of the Arrangement Agreement and the Arrangement. Such news release shall state that the Board has determined that such Acquisition Proposal is not a Superior Proposal.

Interim Financing

The Purchaser has provided to Josemaria Resources the Interim Facility. The Interim Facility matures on June 30, 2022, and bears interest at a rate of 5.0% per annum on amounts drawn, payable semi-annually. The Interim Facility is guaranteed by the subsidiaries of Josemaria Resources. See "*The Arrangement — Interim Financing*" for additional information relating to the Interim Facility.

Termination of Arrangement Agreement

The Arrangement Agreement may be terminated prior to the Effective Time by the mutual written consent of the Parties. The Arrangement Agreement can also be terminated by mutual written agreement or by either Party (i) if the Arrangement has not been completed on or before the Outside Date (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure of the Arrangement being completed by the Outside Date), (ii) if the Arrangement is made illegal or prohibited by law, or (iii) if the Securityholders do not approve the Arrangement (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure to receive approval of the Arrangement Resolution at the Meeting).

The Company can terminate the Arrangement Agreement in a number of situations, including if (i) at any time prior to the approval of the Arrangement Resolution, the Board authorizes the Company to enter into a binding written agreement relating to a Superior Proposal (provided that any outstanding amounts under the Interim Facility must be repaid in addition to the Termination Fee); (ii) the Purchaser is in breach of any representation or warranty or fails to perform any covenant or agreement set forth in the Arrangement Agreement which would cause any of the conditions precedent not to be satisfied and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that the Company is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent not to be satisfied; or (iii) a Lundin Mining Material Adverse Effect has occurred after the date of the Arrangement Agreement.

The Purchaser can terminate the Arrangement Agreement in a number of situations, including if (i) there is a Change of Recommendation by the Company; (ii) the Company is in breach of any representation or warranty or fails to perform any covenant or agreement set forth in the Arrangement Agreement which would cause any of the conditions precedent not to be satisfied and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that the Purchaser is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent not to be satisfied; (iii) the Company is in breach of the Company's non-

solicitation covenants in any material respect; or (iv) a Material Adverse Effect has occurred after the date of the Arrangement Agreement.

The Arrangement Agreement contains a Termination Fee equal to C\$20,000,000 payable by the Company to the Purchaser. The Termination Fee is payable if (i) the Company or Purchaser terminates the Arrangement Agreement due to the failure at the Meeting to pass the Arrangement Resolution or the Purchaser terminates the Arrangement Agreement due to the Company's breach of representations, warranties and covenants in the Arrangement Agreement but only in the event of a termination due to a wilful or intentional breach or fraud by the Company, and both: (x) prior to such termination, an Acquisition Proposal shall have been made public or proposed publicly to the Company or the Shareholders after the date of the Arrangement Agreement and prior to the Meeting; and (y) the Company shall have either (1) completed any Acquisition Proposal within 12 months after the Arrangement Agreement is terminated or (2) entered into an Acquisition Agreement in respect of any Acquisition Proposal or the Board shall have recommended any Acquisition Proposal, in each case, within 12 months after the Arrangement Agreement is terminated, and such Acquisition Proposal in either case, as it may be modified or amended, is subsequently completed (whether before or after the expiry of such 12-month period), provided, however, that for the purposes of this section, all references to "20%" in the definition of Acquisition Proposal shall be changed to "50%"; (ii) the Purchaser terminates the Arrangement Agreement due to a Change of Recommendation; (iii) the Purchaser terminates the Arrangement Agreement pursuant to a breach of the Company Non-Solicitation Covenants in any material respect; (iv) the Company or Purchaser terminates the Arrangement Agreement due to the failure to obtain the Required Securityholder Approval, if at the time of such termination, the Purchaser was entitled to terminate the Arrangement Agreement pursuant to a Change of Recommendation; or (v) the Company terminates the Arrangement Agreement pursuant to a Superior Proposal.

Amendments

Subject to the terms of the Interim Order, the Plan of Arrangement and applicable Laws, the Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting, but not later than the Effective Time, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of the Shareholders, and any such amendment may, without limitation (i) change the time for performance of any of the obligations or acts of the Parties; (ii) waive any inaccuracies or modify any representation, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto; and (iii) waive or modify performance of any of the obligations of the Parties, or waive compliance with or modify any of the conditions precedent in the Arrangement Agreement.

Indemnification and Insurance

Josemaria Resources has agreed to purchase customary "tail" or "run off" policies of directors' and officers' liability insurance, and Lundin Mining has agreed to, or to cause Josemaria Resources and its subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years following the Effective Date; provided that the costs of such policies will not exceed 350% of the current annual premium for policies currently maintained by Josemaria Resources or its subsidiaries.

Representations and Warranties

The representations and warranties of the Company relate to, among other things, organization and qualification; subsidiaries; authority relative to the Arrangement Agreement; required approvals; no violation of applicable Law, constating documents or certain agreements; capitalization; absence of shareholder and similar agreements; reporting issuer status and Securities Laws matters; U.S. Securities Laws and other matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; compliance with Laws; permits; litigation; insolvency; operational matters; interest in properties; expropriation; cultural heritage; technical matters; First Nations or Aboriginal claims; non-governmental organizations and community groups; Taxes; contracts; employment matters; health and safety matters; acceleration of benefits; pension and employee benefits; employee matters; employment withholdings; intellectual property; environmental matters; insurance; books and records; non-arm's length transactions; financial advisors or brokers; the Fairness Opinion; approval of the Special Committee and the Board; ownership of Lundin Mining Shares or other securities; collateral benefits; restrictions on business activities; indemnification agreements; employment, severance and change of control agreements; and full disclosure.

The Arrangement Agreement also contains certain representations and warranties made solely by Lundin Mining with respect to organization and qualification; subsidiaries; authority relative to the Arrangement Agreement; required approvals; no violation of applicable Law or constating documents; capitalization; the Consideration Shares; availability of the aggregate Cash Consideration; absence of shareholder and similar agreements; reporting issuer status and Securities Laws matters; U.S. Securities Laws matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; no Lundin Mining Material Adverse Effect; compliance with Laws; litigation; insolvency; fairness opinions; approval of the board and special committee; ownership of Josemaria Shares or other securities of Josemaria Resources; arrangements with securityholders; certain Securities Laws matters; Lundin Mining not being a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada); and full disclosure.

Employment Matters

Josemaria Resources has agreed that, prior to the Effective Time, it will use commercially reasonable efforts to and to cause its subsidiaries to: (a) cause all directors and officers of Josemaria Resources and its subsidiaries that are not being retained by Lundin Mining to provide resignations and releases of all claims against Josemaria Resources; or (b) at the written request of Lundin Mining shall terminate such officers effective as at the Effective Time.

Lundin Mining has agreed that it will cause Josemaria Resources, its subsidiaries and any successor to Josemaria Resources (including any surviving corporation) to honour and comply with the terms of all of the severance payment obligations of Josemaria Resources or its subsidiaries under their existing employment, consulting, change of control and severance agreements.

Josemaria Resources has agreed that it will be exclusively responsible and shall pay for any withholding obligations of Taxes pursuant to the Tax Act for any amounts paid for the payments contemplated under this section.

RISK FACTORS

In evaluating the Arrangement, Securityholders should carefully consider the following risk factors relating to the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by Josemaria Resources, may also adversely affect the trading price of the Josemaria Shares, the Lundin Mining Shares and/or the businesses of Josemaria Resources and Lundin Mining following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, Securityholders should also carefully consider the risk factors associated with the businesses of Josemaria Resources and Lundin Mining under the headings “*Information Concerning the Combined Company*” and “*Information Concerning the Purchaser*” in this Circular and in the documents incorporated by reference herein. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated.

Risks Associated with the Arrangement

The completion of the Arrangement is subject to conditions precedent

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of Josemaria Resources’ or Lundin Mining’s control, including receipt of the Final Order, receipt of the Required Securityholder Approval, approval by the TSX and Nasdaq Stockholm and the approval of the Swedish Prospectus by the SFSA.

In addition, the completion of the Arrangement is conditional on, among other things, no Material Adverse Effect or Lundin Mining Material Adverse Effect having occurred, or having been disclosed to the public (if previous undisclosed to public) in respect of the other Party.

There can be no certainty, nor can Josemaria Resources or Lundin Mining provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, or as to the timing of the satisfaction and waiver of such

conditions precedent and, accordingly, the Arrangement may not be completed. If the Arrangement is not completed, the market price of Josemaria Shares may be adversely affected.

Shareholders that elect the Cash Consideration or the Share Consideration may be subject to pro-ration in accordance with the Arrangement

If the total elections for Cash Consideration and/or for Share Consideration exceed the Maximum Cash Consideration or the Maximum Share Consideration, respectively, it is likely that Shareholders will not receive 100% of the Cash Consideration or the Share Consideration that they have elected or are deemed to have elected to receive. See “*The Arrangement – Exchange of Josemaria Securities – Pro-ration*”.

The number of Lundin Mining Shares to be received under an election to receive Lundin Mining Shares as Consideration is fixed and will likely vary from the market value of the Cash Consideration

Shareholders will have the right to elect to receive, or may as a result of pro-ration or the deeming provisions under the Arrangement, receive a fixed number of Lundin Mining Shares. Because the Lundin Mining Shares to be received in respect of each Josemaria Share under the Arrangement will not be adjusted to reflect changes in the market price of the Lundin Mining Shares, the market value of the Lundin Mining Shares received under the Arrangement will likely vary from the value of the Cash Consideration that may be received under the Arrangement.

The market price of the Josemaria Shares and Lundin Mining Shares may be materially adversely affected in certain circumstances

If, for any reason, the Arrangement is not completed or its completion is materially delayed and/or the Arrangement Agreement is terminated, the market price of Josemaria Shares may be materially adversely affected and decline to the extent that the current market price of the Josemaria Shares reflects a market assumption that the Arrangement will be completed. Depending on the reasons for terminating the Arrangement Agreement, Josemaria Resources’ business, financial condition or results of operations could also be subject to various material adverse consequences, including as a result of paying the Termination Fee, as applicable in connection to the Arrangement.

The Arrangement Agreement may be terminated in certain circumstances

Each of Lundin Mining and Josemaria Resources has the right, in certain circumstances, in addition to termination rights relating to the failure to satisfy the conditions of closing, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can Josemaria Resources provide any assurance, that the Arrangement will not be terminated by Lundin Mining or Josemaria Resources prior to the completion of the Arrangement. In addition, if the Arrangement is not completed by the Outside Date, Lundin Mining may terminate the Arrangement Agreement. The Arrangement Agreement also contemplates the Termination Fee payable by Josemaria Resources if the Arrangement Agreement is terminated in certain circumstances. Additionally, any termination will result in the failure to realize the expected benefits of the Arrangement in respect of the operations and business of Josemaria Resources.

If the Arrangement Agreement is terminated, there is no assurance that the Board will be able to find a party willing to pay an equivalent or greater price than the Consideration to be paid pursuant to the terms of the Arrangement Agreement.

The completion of the Arrangement is uncertain and Josemaria Resources will incur costs and may have to pay the Termination Fee even if the Arrangement is not completed

If the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of Josemaria Resources’ resources to the completion thereof could have a negative impact on Josemaria Resources’ relationships with its stakeholders and could have a material adverse effect on the current and future operations, financial condition and prospects of Josemaria Resources.

In addition, certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Josemaria Resources and Lundin Mining even if the Arrangement is not completed. Josemaria Resources and Lundin Mining are each liable for their own costs incurred in connection with the Arrangement. If the Arrangement is not completed, Josemaria Resources may be required to pay Lundin Mining the Termination Fee in certain circumstances. See “*The Arrangement Agreement – Termination of Arrangement Agreement*” in this Circular.

The Arrangement may divert the attention of Josemaria Resources’ Management

The Arrangement could cause the attention of the Josemaria Resources’ management to be diverted from the day-to-day operations of Josemaria Resources. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of Josemaria Resources.

The Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire Josemaria Resources

Under the Arrangement Agreement, Josemaria Resources would be required to pay a Termination Fee of \$20,000,000 if the Arrangement Agreement is terminated in certain circumstances. This Termination Fee may discourage other parties from attempting to acquire Josemaria Shares or otherwise making an Acquisition Proposal to Josemaria Resources, even if those parties would otherwise be willing to offer greater value to Securityholders than that offered by Lundin Mining under the Arrangement.

Josemaria Resources is restricted from taking certain actions while the Arrangement is pending

Josemaria Resources is also subject to customary non-solicitation provisions under the Arrangement Agreement, pursuant to which, Josemaria Resources is restricted from soliciting, initiating or knowingly encouraging any Acquisition Proposal, among other things. The Arrangement Agreement also restricts Josemaria Resources from taking specified actions until the Arrangement is completed without the consent of Lundin Mining. These restrictions may prevent Josemaria Resources from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

The Lundin Mining Shares issued in connection with the Arrangement may have a market value different than expected

Each Shareholder will have the option to elect to receive the Share Consideration (together with the applicable Share Consideration Cash Payment). Because the Share Consideration will not be adjusted to reflect any changes in the market value of Lundin Mining Shares, the market values of the Lundin Mining Shares and the Josemaria Shares at the Effective Time may vary significantly from the values at the date of this Circular. If the market price of Lundin Mining Shares declines, the value of the Consideration received by Shareholders electing or deemed to elect to receive Lundin Mining Shares for Josemaria Shares will decline as well. Variations may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Lundin Mining, market assessments of the likelihood that the Arrangement will be consummated, regulatory considerations, general market and economic conditions, changes in the prices of metals and other factors, including those factors over which neither Josemaria Resources nor Lundin Mining has control.

Directors and officers of Josemaria Resources have interests in the Arrangement that may be different from those of Securityholders generally

In considering the recommendation of the Board with respect to the Arrangement, Shareholders should be aware that certain members of Josemaria Resources’ senior management and the Board have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement. See “*The Arrangement – Interests of Certain Persons in the Arrangement*” in this Circular.

The foregoing risks or other risks arising in connection with the failure of the Arrangement, including the diversion of management attention from conducting the business of Josemaria Resources, may have a material adverse effect on Josemaria Resources' business operations, financial condition, financial results and share price.

Lundin Mining and Josemaria Resources may be the targets of legal claims, securities class action, derivative lawsuits and other claims

Lundin Mining and Josemaria Resources may be the target of securities class action and derivative lawsuits which could result in substantial costs and may delay or prevent the Arrangement from being completed. Securities class action lawsuits and derivative lawsuits are often brought against companies that have entered into an agreement to acquire a public company or to be acquired. Third parties may also attempt to bring claims against Lundin Mining or Josemaria Resources seeking to restrain the Arrangement or seeking monetary compensation or other redress. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

The completion of the Arrangement may be delayed due to health epidemics such as COVID-19 and other outbreaks of communicable diseases

The emergence of COVID-19 could adversely impact the ability of the Parties to obtain necessary approvals or delay or hinder the integration of Lundin Mining and Josemaria Resources.

Risks relating to Josemaria Resources

If the Arrangement is not completed, Josemaria Resources will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the Josemaria AIF and other documents incorporated by reference herein.

INFORMATION CONCERNING JOSEMARIA RESOURCES

General

Josemaria Resources Inc. is a Canadian based junior resource company focused on advancing the development of its wholly-owned Josemaria Resources copper-gold-silver project located in San Juan Province, Argentina.

Josemaria Resources' head office is at 2000 - 885 West Georgia Street Vancouver, BC V6C 3E8.

The common shares of the Company trade under the symbol "JOSE" on the TSX in Canada and "JOSE" on Nasdaq Stockholm in Sweden.

Currency and Exchange Rate Information

Unless otherwise indicated, all references to "C\$", "\$" or "dollars" in this Circular refer to Canadian dollars. References to "SEK" in this Circular refer to Swedish krona.

The following table sets forth (a) the indicative rate of exchange for the Canadian dollar and Swedish krona, in effect at the end of the periods indicated; and (b) the high and low exchange rates for the Canadian dollar and Swedish krona, during such periods, each based on the indicative rate of exchange as reported by the Bank of Canada for conversion of Canadian dollars into Swedish krona.

	Year Ended December 31 C\$ to SEK	
	<u>2021</u>	<u>2020</u>
High	7.20	7.41
Low	6.45	6.41
Closing	7.14	6.43

The indicative exchange rates on March 15, 2022 as reported by the Bank of Canada for the conversion of Canadian dollars into Swedish krona was \$1.00 equals SEK7.50.

Recent Developments

On February 17, 2022, Lundin Mining announced the Semi-Annual Variable Performance Dividend of \$0.11 per Lundin Mining Share to be paid to Lundin Mining shareholders. In accordance with the terms of the Arrangement Agreement, the Share Consideration payable pursuant to the Arrangement was adjusted such that, for each whole Lundin Mining Share that is issued to such Shareholder on the Effective Date, \$0.11 in cash will also be paid to such Shareholder to reflect the Semi-Annual Variable Performance Dividend of Lundin Mining, and the Plan of Arrangement was subsequently revised to reflect the same. The Cash Consideration remained unchanged.

Josemaria Project

The Josemaria Project is Josemaria Resources' sole material property. See the Josemaria AIF, which is incorporated into this Circular by reference, for a description of the Josemaria Project, including a summary of the Josemaria Technical Report.

Documents Incorporated by Reference

Information regarding Josemaria Resources has been incorporated by reference in the Circular from documents filed by Josemaria Resources with securities commissions or similar authorities in Canada. Copies of the documents incorporated in the Circular by reference regarding Josemaria Resources may be obtained on request without charge from Judy McCall, Josemaria Resources' Corporate Secretary, by email: judy.mccall@josemariaresources.com or may be obtained under Josemaria Resources' profile at www.sedar.com.

The following documents, filed with the securities regulatory authorities in Canada, are specifically incorporated by reference into, and form a part, of the Circular:

- (a) the annual information form of Josemaria Resources dated February 25, 2022 for the year ended December 31, 2021 (the "**Josemaria AIF**");
- (b) the audited consolidated financial statements of Josemaria Resources as at and for the years ended December 31, 2021 and 2020, together with the notes thereto and the independent auditor's report thereon;
- (c) the management's discussion and analysis of financial condition and results of operations of Josemaria Resources for the years ended December 31, 2021 and 2020; and
- (d) the management information circular of Josemaria Resources dated May 5, 2021 in connection with the annual general meeting of Shareholders held on June 15, 2021.

Any documents of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* filed by Josemaria Resources with any securities regulatory authorities in Canada subsequent to the date of the Circular and prior to the Effective Date will be deemed to be incorporated by reference in the Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Circular will be deemed to be modified or superseded for the purposes of the Circular to the extent that a statement contained in this Circular or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference in this Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of the Circular.

Information contained in or otherwise accessed through Josemaria Resources' website (www.josemariaresources.com), or any other website, does not form part of the Circular. All such references to Josemaria Resources' website are inactive textual references only.

Price Range and Trading Volume

The Josemaria Shares trade on the TSX in Canada and Nasdaq Stockholm in Sweden under the symbol "JOSE" and trade on the OTCQB under the symbol "JOSMF".

The following table shows the high and low trading prices and monthly trading volume of the Josemaria Shares on the TSX for the twelve-month period preceding the date of this Circular:

Date	High	Low	Volume
March 2021	\$0.8	\$0.68	10,129,936
April 2021	\$0.76	\$0.67	10,685,937
May 2021	\$1.05	\$0.7	8,737,797
June 2021	\$1.02	\$0.84	4,767,046
July 2021	\$0.93	\$0.81	2,173,490
August, 2021	\$0.98	\$0.74	2,907,315
September 2021	\$1.22	\$0.95	4,621,156
October 2021	\$1.49	\$0.99	6,016,683
November 2021	\$1.42	\$1.14	6,149,374
December 2021	\$1.54	\$1.11	14,762,511
January 2022	\$1.63	\$1.49	30,947,633
February 2022	\$1.76	\$1.57	20,217,382
March 2022 ⁽¹⁾	\$1.86	\$1.65	6,273,446

Notes:

(1) March 1, 2022 to March 15, 2022.

The closing price of the Josemaria Shares on the TSX on March 15, 2022 was \$1.70. The closing price of the Josemaria Shares on the TSX on December 17, 2021, the last trading day prior to the announcement of the Arrangement, was \$1.22.

The following table shows the high and low trading prices and monthly trading volume of the Josemaria Shares on Nasdaq Stockholm for the twelve-month period preceding the date of this Circular:

Date	High	Low	Volume
March 2021	SEK5.4	SEK4.75	4,243,761
April 2021	SEK5.29	SEK4.575	15,397,920
May 2021	SEK6.97	SEK4.915	15,557,900
June 2021	SEK6.97	SEK5.81	8,324,683

July 2021	SEK6.4	SEK5.58	6,211,659
August, 2021	SEK6.46	SEK5.18	7,291,126
September 2021	SEK8.24	SEK6.38	8,655,337
October 2021	SEK10.2	SEK6.85	8,515,176
November 2021	SEK10.46	SEK8.18	7,499,937
December 2021	SEK11.1	SEK7.93	16,413,120
January 2022	SEK11.68	SEK10.44	20,001,184
February 2022	SEK12.92	SEK11.14	10,297,626
March 2022 ⁽¹⁾	SEK14.70	SEK12.20	5,151,513

Notes:

(1) March 1, 2022 to March 15, 2022.

The closing price of the Josemaria Shares on Nasdaq Stockholm on March 15, 2022 was SEK12.56. The closing price of the Josemaria Shares on Nasdaq Stockholm on December 17, 2021, the last trading day prior to the announcement of the Arrangement, was SEK8.46.

If the Arrangement is completed, all of the Josemaria Shares will be owned by Lundin Mining and will be delisted from the TSX and Nasdaq Stockholm, subject to the rules and policies of the TSX and Nasdaq Stockholm, respectively.

Material Changes in the Affairs of the Company

To the knowledge of the directors and Senior Officers of the Company and except as publicly disclosed or otherwise described in this Circular, there are no plans or proposals for material changes in the affairs of the Company.

Debentures

Lorito Facility

On October 25, 2019 the Company secured a US\$20.0 million credit facility with Lorito as evidenced by a debenture (the "**Lorito Facility**"). Pursuant to the terms of the Lorito Facility, Lorito received 80,000 common shares of the Company as consideration upon execution of the Lorito Facility and is entitled to receive 800 common shares each month, for every US\$50,000 in principal outstanding, prorated accordingly for the number of days outstanding. On September 8, 2021, the Company announced an extension of the maturity date of the Lorito Facility from November 25, 2021 to March 7, 2023. No interest is payable during the term of the Lorito Facility, however, any amount remaining unpaid and outstanding on or after March 7, 2023 shall bear interest at a rate of 5.0% per annum until repaid in full. As at the Record Date, the Lorito Facility had an outstanding balance of US\$20 million.

2020 Facilities

On May 25, 2020, the Company secured two credit facilities, evidenced by debentures, totaling US\$7.0 million (collectively the "**2020 Facilities**"), one with Lorito for US\$3.5 million (the "**Lorito 2020 Facility**") and one with Zebra for US\$3.5 million (the "**Zebra 2020 Facility**"). Pursuant to the terms of the 2020 Facilities, Lorito and Zebra each received 16,500 common shares of the Company as consideration upon execution of the 2020 Facilities and is entitled to receive 920 common shares each month, for every US\$50,000 in principal outstanding, prorated accordingly for the number of days outstanding. On September 8, 2021, the Company announced an extension to the maturity date of the 2020 Facilities from November 25, 2021 to March 7, 2023. No interest is payable during the term of the 2020 Facilities, however, any amount of the 2020 Facilities remaining unpaid and outstanding on or after March 7, 2023 shall bear interest at a rate of 5.0% per annum until repaid in full. As at the Record Date, the 2020 Facilities had an outstanding balance of US\$7 million.

2021 Facilities

On September 8, 2021, the Company secured two credit facilities, evidenced by debentures, totaling US\$20.0 million (collectively the “**2021 Facilities**”), one with Lorito for US\$10.0 million (the “**Lorito 2021 Facility**”) and one with Zebra for US\$10.0 million (the “**Zebra 2021 Facility**”), each of which has a term of 18 months ending March 7, 2023. Pursuant to the terms of the 2021 Facilities, Lorito and Zebra each received 25,000 common shares of the Company as consideration upon execution of the 2021 Facilities and is entitled to receive 450 common shares each month, for every US\$50,000 in principal outstanding, prorated accordingly for the number of days outstanding. No interest is payable during the term of the 2021 Facilities, however, any amount of the Lorito 2021 Facility or the Zebra 2021 Facility remaining unpaid and outstanding on or after March 7, 2023 shall bear interest at a rate of 5.0% per annum until repaid in full. As at the Record Date, the 2021 Facilities had a US\$20 million.

The Company may repay amounts owing under the Debentures on 5 days written notice without premium or penalty. The Purchaser intends to repay all amounts outstanding under the Debentures immediately following the Effective Time.

Interim Financing

On January 14, 2022, the Company secured the Interim Facility, evidenced by debentures, totaling US\$100.0 million. The purpose of the Interim Facility is to finance certain anticipated activities of Josemaria Resources between the date of the Arrangement Agreement and the Effective Date. The Interim Facility matures on June 30, 2022, and bears interest at a rate of 5.0% per annum on amounts drawn, payable semi-annually. The Interim Facility is guaranteed by the subsidiaries of Josemaria Resources. The Interim Facility shall become immediately due and payable immediately prior to, and as a condition to, Josemaria Resources entering into an agreement or arrangement with respect to a Superior Proposal. As at the Record Date, the 2021 Interim Facility had a US\$29.8 outstanding balance.

Previous Purchases and Sales

The following Josemaria Shares or other securities of the Company have been issued by the Company during the 12-month period preceding the date of this Circular, excluding securities purchased or sold pursuant to the exercise of employee stock options, warrants and conversion rights:

Date of Issuance	Purpose of Issuance	Description of Securities Issued	Price per Security	Number of Securities Issued
March 4, 2022	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	320,000
March 4, 2022	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
March 4, 2022	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	64,400
March 4, 2022	Issued pursuant to Lorito 2021 Facility	Josemaria Share	\$1.06	90,000
March 4, 2022	Issued pursuant to Zebra 2021 Facility	Josemaria Share	\$1.06	90,000
February 4, 2022	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	320,000
February 4, 2022	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
February 4, 2022	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	64,400
February 4, 2022	Issued pursuant to Lorito 2021 Facility	Josemaria Share	\$1.06	84,774
February 4, 2022	Issued pursuant to Zebra 2021 Facility	Josemaria Share	\$1.06	81,290

Date of Issuance	Purpose of Issuance	Description of Securities Issued	Price per Security	Number of Securities Issued
January 14, 2022	Issued pursuant to the Interim Financing	Debenture	US\$10,000,000 bearing interest at 5% per annum on amounts drawn maturing June 30, 2022.	1
January 14, 2022	Issued pursuant to the Interim Financing	Debenture	US\$10,000,000 bearing interest at 5% per annum on amounts drawn maturing June 30, 2022.	1
January 6, 2022	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	320,000
January 6, 2022	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
January 6, 2022	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	64,400
January 6, 2022	Issued pursuant to Lorito 2021 Facility	Josemaria Share	\$1.06	36,000
December 7, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	264,466
December 7, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
December 7, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	18,400
December 7, 2021	Issued pursuant to Lorito 2021 Facility	Josemaria Share	\$1.06	6,000
November 4, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	102,030
November 4, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
November 4, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
October 6, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	58,159
October 6, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
October 6, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
September 16, 2021	Issued pursuant to Lorito 2021 Facility	Josemaria Share	\$1.06	25,000
September 16, 2021	Issued pursuant to Zebra 2021 Facility	Josemaria Share	\$1.06	25,000
September 8, 2021	Issued pursuant to Lorito 2021 Facility	Debenture	US\$10,000,000 bearing interest at 0% per annum until March 7, 2023 and at 5.0% per annum from March 7, 2023 until outstanding amounts are repaid.	1

Date of Issuance	Purpose of Issuance	Description of Securities Issued	Price per Security	Number of Securities Issued
September 8, 2021	Issued pursuant to Zebra 2021 Facility	Debenture	US\$10,000,000 bearing interest at 0% per annum until March 7, 2023 and at 5.0% per annum from March 7, 2023 until outstanding amounts are repaid.	1
September 2, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	58,159
September 2, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
September 2, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
September 1, 2021	Issued pursuant to stock option grant	Josemaria Option	\$0.96 ⁽¹⁾	1,475,000
August 17, 2021	Issued pursuant to stock option grant	Josemaria Option	\$0.80 ⁽¹⁾	419,000
August 5, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	58,159
August 5, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
August 5, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
July 7, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	58,159
July 7, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
July 7, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
June 29, 2021	Issued pursuant to stock option grant	Josemaria Option	\$0.85 ⁽¹⁾	675,000
June 3, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	58,159
June 3, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
June 3, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
May 7, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	320,000
May 7, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	63,510
May 7, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	8,310
May 7, 2021	Issued pursuant to Lorito Facility	Josemaria Share	\$0.64	232,720
May 7, 2021	Issued pursuant to Lorito 2020 Facility	Josemaria Share	\$0.70	64,400
May 7, 2021	Issued pursuant to Zebra 2020 Facility	Josemaria Share	\$0.70	9,200
April 19, 2021	Issued pursuant to private placement	Josemaria Share	\$0.69	27,585,656

Date of Issuance	Purpose of Issuance	Description of Securities Issued	Price per Security	Number of Securities Issued
April 19, 2021	Issued pursuant to private placement	Josemaria Share	\$0.69	30,223,244
April 19, 2021	Issued pursuant to private placement	Josemaria Share	\$0.69	900,000
April 19, 2021	Issued pursuant to private placement bought deal offering	Josemaria Share	\$0.69	16,675,000

Notes:

(1) Denotes the exercise price per Josemaria Options granted.

Previous Distribution

For the five years preceding the date of this Circular, Josemaria Resources has completed the following distributions of Josemaria Shares and Josemaria Options:

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
March 4, 2022	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
March 4, 2022	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
March 4, 2022	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
March 4, 2022	Distributed pursuant to Lorito 2021 Facility	Josemaria Shares	90,000	\$1.06	\$95,400
March 4, 2022	Distributed pursuant to Zebra 2021 Facility	Josemaria Shares	90,000	\$1.06	\$95,400
February 10, 2022	Distributed pursuant to stock option exercise	Josemaria Shares	38,000	\$0.75	\$28,500
February 4, 2022	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
February 4, 2022	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
February 4, 2022	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
February 4, 2022	Distributed pursuant to Lorito 2021 Facility	Josemaria Shares	84,774	\$1.06	\$89,860
February 4, 2022	Distributed pursuant to Zebra 2021 Facility	Josemaria Shares	81,290	\$1.06	\$86,167
January 19, 2022	Distributed pursuant to stock option exercise	Josemaria Shares	82,000	\$0.67	\$54,940
January 13, 2022	Distributed pursuant to stock option exercise	Josemaria Shares	125,000	\$0.65	\$81,250
January 6, 2022	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
January 6, 2022	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
January 6, 2022	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
January 6, 2022	Distributed pursuant to Lorito 2021 Facility	Josemaria Shares	36,000	\$1.06	\$38,160
December 7, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	264,466	\$0.64	\$169,258
December 7, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
December 7, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	18,400	\$0.70	\$12,880
December 7, 2021	Distributed pursuant to Lorito 2021 Facility	Josemaria Shares	6,000	\$1.06	\$6,360
November 4, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	102,030	\$0.64	\$65,299
November 4, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
November 4, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
October 19, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	81,666	\$0.67	\$54,716
October 19, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	214,000	\$0.75	\$160,500
October 6, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	58,159	\$0.64	\$37,222
October 6, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
October 6, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
September 27, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	125,000	\$0.65	\$81,250
September 27, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	163,334	\$0.67	\$109,434
September 27, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	107,000	\$0.75	\$80,250
September 16, 2021	Distributed pursuant to Lorito 2021 Facility	Josemaria Shares	25,000	\$1.06	\$26,500
September 16, 2021	Distributed pursuant to Zebra 2021 Facility	Josemaria Shares	25,000	\$1.06	\$26,500
September 2, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	58,159	\$0.64	\$37,222
September 2, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
September 2, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
September 1, 2021	Distributed pursuant to stock option grant	Josemaria Options	1,475,000	\$0.96 ⁽¹⁾	\$1,416,000 ⁽²⁾
August 17, 2021	Distributed pursuant to stock option grant	Josemaria Options	419,000	\$0.80 ⁽¹⁾	\$335,200 ⁽²⁾
August 5, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	58,159	\$0.64	\$37,222
August 5, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
August 5, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
July 7, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	58,159	\$0.64	\$37,222
July 7, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
July 7, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
June 29, 2021	Distributed pursuant to stock option grant	Josemaria Options	675,000	\$0.85 ⁽¹⁾	\$573,750 ⁽²⁾
June 3, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	58,159	\$0.64	\$37,222
June 3, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
June 3, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
May 11, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.67	\$33,500
May 10, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	100,000	\$0.65	\$65,000
May 7, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
May 7, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	63,510	\$0.70	\$44,457
May 7, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	8,310	\$0.70	\$5,817
May 7, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	232,720	\$0.64	\$148,941
May 7, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	64,400	\$0.70	\$45,080
May 7, 2021	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	9,200	\$0.70	\$6,440
April 19, 2021	Distributed pursuant to private placement	Josemaria Shares	27,585,656	\$0.69	\$19,034,103

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
April 19, 2021	Distributed pursuant to private placement	Josemaria Shares	30,223,244	\$0.69	\$20,854,038
April 19, 2021	Distributed pursuant to private placement	Josemaria Shares	900,000	\$0.69	\$621,000
April 19, 2021	Distributed pursuant to bought deal offering	Josemaria Shares	16,675,000	\$0.69	\$11,505,750
March 4, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
March 4, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
March 3, 2021	Distributed pursuant to stock option exercise	Josemaria Shares	15,000	\$0.65	\$9,750
March 2, 2021	Distributed pursuant to stock option grant	Josemaria Options	6,736,000	\$0.75 ⁽¹⁾	\$5,052,000 ⁽²⁾
February 4, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
February 4, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
January 7, 2021	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
January 7, 2021	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
December 3, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	38,500	\$1.00	\$38,500
December 3, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
December 3, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
November 5, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	38,500	\$1.00	\$38,500
November 5, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
November 5, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
October 8, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	38,500	\$1.00	\$38,500
October 8, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	55,200	\$0.70	\$38,640
October 8, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
September 8, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	95,548	\$1.00	\$95,548
September 8, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	161,290	\$1.07	\$172,580

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
September 8, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	109,510	\$0.70	\$76,657
September 8, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	640,000	\$0.64	\$409,600
August 19, 2020	Distributed pursuant to private placement	Josemaria Shares	992,500	\$0.67	\$664,975
August 18, 2020	Distributed pursuant to private placement	Josemaria Shares	2,194,030	\$0.67	\$1,470,000
August 18, 2020	Distributed pursuant to private placement	Josemaria Shares	19,746,269	\$0.67	\$13,230,000
August 18, 2020	Distributed pursuant to private placement	Josemaria Shares	6,470,187	\$0.67	\$4,335,025
August 18, 2020	Distributed pursuant to public offering	Josemaria Shares	15,000,000	\$0.67	\$10,050,000
August 18, 2020	Distributed pursuant to public offering	Josemaria Shares	2,250,000	\$0.67	\$1,507,500
July 2, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
July 2, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	320,000	\$0.64	\$204,800
July 2, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
July 2, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	14,720	\$0.70	\$10,304
June 4, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
June 4, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	306,839	\$0.64	\$196,377
June 4, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
June 4, 2020	Distributed pursuant to Zebra 2020 Facility	Josemaria Shares	16,500	\$0.70	\$11,550
June 4, 2020	Distributed pursuant to Lorito 2020 Facility	Josemaria Shares	16,500	\$0.70	\$11,550
May 7, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
May 7, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	282,133	\$0.64	\$180,565
May 7, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
April 6, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
April 6, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	243,354	\$0.64	\$155,747

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
April 6, 2020	Distributed pursuant to Zebra 2021 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
March 5, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
March 5, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	148,138	\$0.64	\$94,808
March 5, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
February 6, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
February 6, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	104,000	\$0.64	\$66,560
February 6, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
January 8, 2020	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
January 8, 2020	Distributed pursuant to Lorito Facility	Josemaria Shares	104,000	\$0.64	\$66,560
January 8, 2020	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
December 6, 2019	Distributed pursuant to Lorito Facility	Josemaria Shares	32,533	\$0.64	\$20,821
December 6, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
December 6, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
November 8, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
November 8, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	100,000	\$1.07	\$107,000
November 1, 2019	Distributed pursuant to Lorito Facility	Josemaria Shares	80,000	\$0.64	\$51,200
October 3, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
October 3, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	85,333	\$1.07	\$91,306
September 6, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	50,000	\$1.00	\$50,000
September 6, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	63,871	\$1.07	\$68,342
August 8, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	38,710	\$1.00	\$38,710
August 8, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	48,387	\$1.07	\$51,774

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
June 25, 2019	Distributed pursuant to Zebra 2019 Facility	Josemaria Shares	28,000	\$1.07	\$29,960
March 29, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	15,000	\$0.68	\$10,200
March 12, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	7,929	\$1.00	\$7,929
March 11, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	25,000	\$0.68	\$17,000
March 4, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	200,000	\$0.61	\$122,000
March 4, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	20,000	\$0.61	\$12,200
March 1, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	150,000	\$0.61	\$91,500
March 1, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.61	\$30,500
March 1, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	60,000	\$0.61	\$36,600
February 28, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	20,000	\$0.61	\$12,200
February 28, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.61	\$30,500
February 28, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	150,000	\$0.61	\$91,500
February 27, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	30,000	\$0.61	\$18,300
February 26, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	20,000	\$0.61	\$12,200
February 22, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	150,000	\$0.61	\$91,500
February 22, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	400,000	\$0.61	\$244,000
February 5, 2019	Distributed pursuant to private placement	Josemaria Shares	40,568	\$1.00	\$40,568
February 1, 2019	Distributed pursuant to private placement	Josemaria Shares	666,000	\$1.00	\$666,000
January 31, 2019	Distributed pursuant to private placement	Josemaria Shares	100,000	\$1.00	\$100,000
January 31, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	19,234,000	\$1.00	\$19,234,000
January 22, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	25,000	\$0.61	\$15,250
January 9, 2019	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	200,000	\$0.61	\$122,000

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
January 8, 2019	Distributed pursuant to stock option exercise	Josemaria Shares	29,774	\$1.00	\$29,774
December 5, 2018	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	6,933	\$1.00	\$6,933
November 23, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	100,000	\$0.79	\$79,000
November 19, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	150,000	\$0.79	\$118,500
October 15, 2018	Distributed pursuant to Zebra 2018 Facility	Josemaria Shares	28,000	\$1.00	\$28,000
June 21, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.61	\$30,500
May 18, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	485,000	\$0.89	\$431,650
May 17, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	5,500	\$0.89	\$4,895
May 17, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	100,000	\$0.89	\$89,000
May 16, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	20,000	\$0.89	\$17,800
May 15, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	200,000	\$0.89	\$178,000
May 14, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	200,000	\$0.89	\$178,000
May 14, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	200,000	\$0.89	\$178,000
March 20, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	7,500	\$0.89	\$6,675
March 20, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	2,000	\$0.89	\$1,780
March 19, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	30,000	\$0.89	\$26,700
March 16, 2018	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.61	\$30,500
January 4, 2018	Distributed pursuant to the Zebra 2017 Facility	Josemaria Shares	6,323	\$1.04	\$6,576
January 3, 2018	Distributed pursuant to private placement	Josemaria Shares	10,500,000	\$1.00	\$10,500,000
January 3, 2018	Distributed pursuant to private placement	Josemaria Shares	2,000,000	\$1.00	\$2,000,000
November 30, 2017	Distributed pursuant to the Zebra 2017 Facility	Josemaria Shares	1,867	\$1.04	\$1,942
November 23, 2017	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.61	\$30,500

Date of Distribution	Purpose of Distribution	Description of Securities Distributed	Number of Securities Distributed	Price per Security	Aggregate Proceeds Received by Issuer
November 23, 2017	Distributed pursuant to stock option exercise	Josemaria Shares	50,000	\$0.89	\$44,500
November 16, 2017	Distributed pursuant to the Zebra 2017 Facility	Josemaria Shares	14,000	\$1.04	\$14,560
October 27, 2017	Distributed pursuant to stock option exercise	Josemaria Shares	150,000	\$0.61	\$91,500
September 22, 2017	Distributed pursuant to stock option exercise	Josemaria Shares	15,000	\$0.89	\$13,350
May 17, 2017	Distributed pursuant to stock option exercise	Josemaria Shares	20,000	\$0.61	\$12,200

Notes:

- (1) Indicates the exercise price per Josemaria Options granted.
- (2) Assuming all options are exercised at the exercise price.

Dividends or Capital Distributions

Josemaria Resources has not declared or paid any cash dividends or capital distributions on the Josemaria Shares in the past two years from the date of this Circular. For the immediate future, Josemaria Resources does not envisage any earnings arising from which dividends could be paid. Any decision to pay dividends on Josemaria Shares in the future will be made by the Board on the basis of the earning, financial requirements and other conditions existing at such time.

Expenses

The estimated fees, costs and expenses of the Company in connection with the Arrangement, including, without limitation, fees of the financial advisor, filing fees, legal and accounting fees and printing and mailing costs are not expected to exceed approximately \$3.9 million.

Interests of Experts

The following persons and companies have prepared certain sections of this Circular and/or Appendices attached hereto as described below, or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular.

Name of Expert

BMO Nesbitt Burns Inc.

PricewaterhouseCoopers, LLP

Blake, Cassels and Graydon LLP

Nature of Relationship

Financial advisor to Josemaria Resources

Auditors of Josemaria Resources

Legal counsel to Josemaria Resources

To the knowledge of Josemaria Resources, neither BMO Capital Markets nor any of the designated professionals thereof held securities representing more than 1% of all issued and outstanding Josemaria Shares as at the date of the Fairness Opinion, and none of the persons above is or is expected to be elected, appointed or employed as a director, officer or employee of Josemaria Resources or of any associate or affiliate of Josemaria Resources.

PricewaterhouseCoopers LLP has advised that it is independent with respect to Josemaria Resources within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

To the knowledge of Josemaria Resources, the partners and associates of Blake, Cassels and Graydon LLP, as a group, own, directly or indirectly, in the aggregate less than 1% of all of the issued and outstanding Josemaria Shares as of the date of this Circular.

With respect to technical information relating to Josemaria Resources contained in this Circular or in a document incorporated by reference herein, the following is a list of persons or companies named as having prepared or certified a statement, report or valuation and whose profession or business gives authority to the statement, report or valuation made by the person or company:

- Bob McCarthy, Neil Winkelmann, Andy Thomas, Cameron Scott, Marcel Bittel, Brian Johnston, Daniel Ruane, James Gray, Fionnuala Devine and Jeffrey Austin prepared the Josemaria Technical Report; and
- Robert Carmichael and Dustin Smiley of Josemaria Resources are the Qualified Persons who reviewed, verified and approved all of Josemaria Resources' scientific and technical information in this Circular.

To Josemaria Resources' knowledge, each of the foregoing firms or persons beneficially owns, directly or indirectly, less than 1% of the issued and outstanding Josemaria Shares or Lundin Mining Shares.

INFORMATION CONCERNING THE PURCHASER

Information regarding the Purchaser including risk factors before and after the Arrangement is contained in Appendix F to this Circular. The information concerning the Purchaser contained in this Circular has been provided by the Purchaser for inclusion in this Circular. Although the Company has no knowledge that any statement contained herein taken from, or based on, such information and records or information provided by the Purchaser are untrue or incomplete, the Company assumes no responsibility for the accuracy of the information contained in such documents, records or information or for any failure by the Purchaser to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to the Company.

Lundin Mining is a diversified Canadian base metals mining company with operations in Brazil, Chile, Portugal, Sweden and the United States, primarily producing copper, zinc, gold and nickel. Lundin Mining's material mineral properties consist of:

- Candelaria Mine, the open pit and underground copper-gold mines and related infrastructure located in the Atacama Province, Region III of Chile;
- Chapada Mine, the copper-gold mine located in northern Goiás State, Brazil;
- Eagle Mine, the nickel and copper mine located in the Upper Peninsula of Michigan, USA; and
- Neves-Corvo Mine, the copper and zinc mine located in the Alentejo district of southern Portugal.

Lundin Mining also owns 100% of the Zinkgruvan zinc and lead mine located approximately 250 km south-west of Stockholm in south-central Sweden. In addition to ongoing exploration in and around its existing mines, Lundin Mining holds exploration property in Peru and through its exploration and corporate development functions regularly considers additional mining, exploration or project opportunities through acquisition, earn-in and other partnership models.

Additional information with respect to the business and affairs of Lundin Mining is set forth in Appendix F to this Circular.

INFORMATION CONCERNING THE COMBINED COMPANY

On completion of the Arrangement, Lundin Mining will continue to be a corporation incorporated under and governed by the CBCA. On the Effective Date, Lundin Mining will own all of the Josemaria Shares and Josemaria Resources will be a wholly owned subsidiary of Lundin Mining.

The business of Lundin Mining following the Arrangement shall be that of Lundin Mining generally and as disclosed elsewhere in this Circular. On completion of the Arrangement, Lundin Mining's material mineral properties will include the Candelaria Mine, Chapada Mine, Eagle Mine and Neves-Corvo Mine.

Further information regarding the Candelaria Mine, Chapada Mine, Eagle Mine and Neves-Corvo Mine can be found in the Lundin Mining AIF, which is incorporated by reference herein, and in Appendix F to this Circular.

The authorized share capital of Lundin Mining following completion of the Arrangement will continue to be the authorized capital of Lundin Mining as described in Appendix F and the rights and restrictions of the Lundin Mining Shares will remain unchanged. Immediately following completion of the Arrangement, assuming approximately 40,031,990¹ Lundin Mining Shares are issued as a result of the Arrangement, existing shareholders of Lundin Mining and Josemaria Resources will own approximately 95% and 5% of Lundin Mining, respectively.

The Lundin Mining Board will consist of current Lundin Mining directors. The senior officers of Lundin Mining will consist of current senior officers of Lundin Mining. The operating personnel of Lundin Mining following completion of the Arrangement are expected to come from each of Lundin Mining and Josemaria Resources.

The auditors of Lundin Mining following completion of the Arrangement will continue to be PricewaterhouseCoopers LLP, the current auditors of Lundin Mining. The transfer agent and registrar for the Lundin Mining Shares will continue to be Computershare Investor Services Inc. at its principal offices in Toronto, Ontario.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations under the Tax Act of the Arrangement generally applicable to a Shareholder who, for purposes of the Tax Act and at all relevant times (i) holds Josemaria Shares and will hold any Lundin Mining Shares acquired pursuant to the Plan of Arrangement as capital property, and (ii) deals at arm's length with, and is not affiliated with, the Company or Lundin Mining (a "**Holder**"). Josemaria Shares and Lundin Mining Shares generally will be considered capital property to a Holder for purposes of the Tax Act unless the Holder holds such securities in the course of carrying on a business of buying and selling securities or the Holder has acquired or holds such shares in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based on the current provisions of the Tax Act in force as of the date of this Circular and the current published administrative policies and assessing practices of the CRA publicly available prior to the date of this Circular. This summary takes into account all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of this Circular (the "**Proposed Amendments**") and assumes that the Proposed Amendments will be enacted in the form proposed. No assurance can be given that the Proposed Amendments will be enacted in the form proposed, or at all. This summary does not otherwise take into account or anticipate any other changes in law, whether by judicial, governmental or legislative decision or action or changes in the administrative policies or assessing practices of the CRA, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations, which may differ materially from those described in this summary.

In addition, this summary is not applicable to a Holder (i) that is a "financial institution" for the purposes of the market-to-market rules in the Tax Act, (ii) that is a "specified financial institution" (as defined in the Tax Act), (iii) an interest in which is, or whose Josemaria Shares or Lundin Mining Shares, if any, are, a "tax shelter investment" (as defined

¹ Assuming no Josemaria Options will be exercised between the date of this Circular and the Effective Date, and including the Lundin Mining Shares issuable for Josemaria Shares expected to be issued after the date of the Arrangement Agreement and prior to the Effective Date under the terms of the existing Debentures.

in the Tax Act), (iv) who has made an election pursuant to the functional currency reporting election rules in the Tax Act, (v) that is a “foreign affiliate” (as defined in the Tax Act) of a taxpayer resident in Canada, (vi) that has entered into a “synthetic disposition agreement” (as defined in the Tax Act) or a “derivative forward agreement” (as defined in the Tax Act) with respect to Josemaria Shares or Lundin Mining Shares, or (vii) that will receive dividends on any Lundin Mining Shares under or as part of a “dividend rental arrangement” (as defined in the Tax Act). This summary is not applicable to persons holding Josemaria Options.

Additional considerations, not discussed in this summary, may be applicable to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm’s length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of Lundin Mining Shares, controlled by a non-resident person, or group of non-resident persons not dealing with each other at arm’s length, for purposes of the “foreign affiliate dumping” rules in section 212.3 of the Tax Act. Any such Holder should consult its own tax advisor.

THIS SUMMARY IS NOT EXHAUSTIVE OF ALL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS AND IS OF A GENERAL NATURE ONLY. IT IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY PARTICULAR HOLDER. ACCORDINGLY, HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISERS WITH RESPECT TO THE INCOME TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT (INCLUDING THE EXERCISE OF DISSENT RIGHTS) UNDER FEDERAL, PROVINCIAL, TERRITORIAL AND OTHER APPLICABLE TAX LEGISLATION. THE DISCUSSION BELOW IS QUALIFIED ACCORDINGLY.

For purposes of the Tax Act, all amounts relating to the exchange of Josemaria Shares and the holding or disposition of any Lundin Mining Shares must be expressed in Canadian dollars. For purposes of the Tax Act, amounts denominated in a foreign currency generally must be converted into Canadian dollars using the appropriate exchange rate determined in accordance with the detailed rules contained in the Tax Act in that regard.

No advance tax ruling in respect of the Arrangement has been sought from the CRA and counsel is not aware of any judicial authority relating to this characterization.

Holders Resident in Canada

The following portion of this summary is generally applicable to a Holder who, at all relevant times, is a resident of Canada or who is deemed to be a resident of Canada for purposes of the Tax Act (a “**Resident Holder**”). Certain Resident Holders who might not otherwise be considered to own Josemaria Shares or any Lundin Mining Shares as capital property may be entitled to have them and all other “Canadian securities”, as defined in the Tax Act, treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Resident Holders contemplating making a subsection 39(4) election should consult their own tax advisors for advice as to whether the election is available or advisable in their particular circumstances.

Exchange of Josemaria Shares for Cash Only

Resident Holders who dispose of their Josemaria Shares solely in exchange for cash pursuant to the Arrangement will be considered to have disposed of the Josemaria Shares for proceeds of disposition equal to the amount of cash received. As a result, the Resident Holder will generally realize a capital gain (or capital loss) to the extent that such cash received, net of any reasonable costs of disposition, exceeds (or is less than) the adjusted cost base of the Josemaria Shares immediately before the exchange. See “*Holders Resident in Canada – Capital Gains and Capital Losses*” below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

Exchange of Josemaria Shares for Cash and Lundin Mining Shares – No Section 85 Election

A Resident Holder may elect to receive cash and Lundin Mining Shares in consideration for their Josemaria Shares or receive cash and Lundin Mining Shares as a result of pro-rata. Further, a Resident Holder who elects only Share Consideration will also receive the Share Consideration Cash Payment. A Resident Holder who disposes of their Josemaria Shares in exchange for cash and Lundin Mining Shares pursuant to the Arrangement (other than an

Eligible Holder who makes a Section 85 Election with Lundin Mining as discussed below under “*Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election*”) will be considered to have disposed of the Josemaria Shares for proceeds of disposition equal to the amount of cash received and any Lundin Mining Shares received. As a result, the Resident Holder will generally realize a capital gain (or capital loss) to the extent that such proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Josemaria Shares immediately before the exchange. See “*Holders Resident in Canada – Capital Gains and Capital Losses*” below for a general discussion of the treatment of capital gains and capital losses under the Tax Act.

The cost to the Resident Holder of any Lundin Mining Shares acquired on such exchange will be equal to the fair market value of the Lundin Mining Shares at the time of the exchange. The Resident Holder’s adjusted cost base of the Lundin Mining Shares so acquired will be determined by averaging such cost with the adjusted cost base to the Resident Holder of all Lundin Mining Shares owned by the Resident Holder as capital property immediately prior to such exchange.

Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election

A Resident Holder who is an Eligible Holder and who receives cash and Lundin Mining Shares pursuant to the Arrangement may obtain a full or partial deferral in respect of the exchange of the Josemaria Shares by filing with the CRA (and, where applicable, with a provincial tax authority) a joint election made by the Eligible Holder and Lundin Mining under subsection 85(1) of the Tax Act (or, in the case of a partnership, under subsection 85(2) of the Tax Act, provided all members of the partnership jointly elect) and the corresponding provisions of any applicable provincial tax legislation (collectively, the “**Section 85 Election**”).

The availability and extent of the deferral will depend on the Elected Amount (as defined below) designated and the Resident Holder’s adjusted cost base of Josemaria Shares at the time of the exchange, and is subject to the Section 85 Election requirements being met under the Tax Act.

An Eligible Holder making a Section 85 Election will be required to designate an amount (the “**Elected Amount**”) in the Section 85 Election form that will be deemed to be the proceeds of disposition of the Eligible Holder’s Josemaria Shares at the time of exchange. In general, the Elected Amount may not be:

- less than the aggregate of the cash received by the Eligible Holder on the exchange;
- less than the lesser of (i) the Eligible Holder’s adjusted cost base of the Josemaria Shares immediately before the time of the exchange, and (ii) the fair market value of the Josemaria Shares, at the time of the exchange; or
- greater than the fair market value of Josemaria Shares at the time of the exchange.

The Canadian federal income tax treatment to an Eligible Holder who properly makes a valid Section 85 Election generally will be as follows:

- the Eligible Holder will be deemed to have disposed of the Eligible Holder’s Josemaria Shares for proceeds of disposition equal to the Elected Amount;
- the Eligible Holder will not realize any capital gain or capital loss if the Elected Amount (subject to the limitations described above and set out in the Tax Act) equals the aggregate of the Eligible Holder’s adjusted cost base of Josemaria Shares at the time of the exchange and any reasonable costs of disposition;
- to the extent that the Elected Amount exceeds the aggregate of the adjusted cost base of the Josemaria Shares to the Eligible Holder and any reasonable costs of disposition, the Eligible Holder will in general realize a capital gain; and

- the aggregate cost to the Eligible Holder of Lundin Mining Shares acquired as a result of the exchange will be equal to the amount, if any, by which the Elected Amount exceeds the cash received, and such cost will be averaged with the adjusted cost base of all other Lundin Mining Shares held by the Eligible Holder immediately prior to the exchange as capital property for the purpose of determining thereafter the adjusted cost base of each Lundin Mining Share held by such Eligible Holder.

The tax consequences of a Section 85 Election may differ for Eligible Holders who elect to receive Cash Consideration for some of the Eligible Holder's Josemaria Shares and Share Consideration for some of the Eligible Holder's Josemaria Shares.

Lundin Mining has agreed to make a Section 85 Election with an Eligible Holder at the amount determined by such Eligible Holder, subject to the limitations set out in subsection 85(1) or subsection 85(2), as applicable, of the Tax Act (or any applicable provincial tax legislation).

A tax instruction letter (the "**Tax Instruction Letter**") containing detailed requirements to make a Section 85 Election, will be promptly delivered by email to a Shareholder that checks the appropriate box on the Letter of Transmittal and Section 85 Election form, provides an email address in the appropriate place in the Letter of Transmittal and Section 85 Election form and submits the Letter of Transmittal to the Depository on or before the Election Deadline.

To make a Section 85 Election, an Eligible Holder must provide the relevant information to Lundin Mining through Lundin Mining's website (www.lundinmining.com) that will be made available for this purpose, including: (i) the required information concerning the Eligible Holder; (ii) the details of the number of Josemaria Shares exchanged in respect of which the Eligible Holder is making a Section 85 Election; and (iii) the applicable Elected Amounts for such Josemaria Shares. The relevant information must be submitted to Lundin Mining through the website on or before the day that is 90 days after the Effective Date (the "**Section 85 Election Deadline**"). Lundin Mining may not make a Section 85 Election with an Eligible Holder who does not provide the relevant information through the website on or before the Section 85 Election Deadline.

After receipt of all of the relevant information through the website, and provided that the information provided complies with the rules under the Tax Act described above, Lundin Mining will within 90 days deliver an executed copy of the Section 85 Election containing the relevant information to each Eligible Holder.

Except for the obligation to deliver an executed copy of the Section 85 Election form to Eligible Holders as noted above, neither Josemaria Resources, Lundin Mining nor any successor corporation shall be responsible for the proper completion and filing of any Section 85 Election form, nor for any taxes, interest or penalties resulting from the failure of an Eligible Holder to properly complete or file such Section 85 Tax Election form in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial tax legislation). Each Eligible Holder will be solely responsible for executing the Section 85 Election form and submitting it to the CRA (and, where applicable, to any provincial tax authority) within the required time. Eligible Holders wishing to make a Section 85 Election should consult their own tax advisors without delay and should provide the relevant information to Lundin Mining through the website as described above as soon as possible. A Section 85 Election will be valid only if it meets all the applicable requirements under the Tax Act (and any applicable provincial tax legislation) and is filed on a timely basis. These requirements are complex, are not discussed in any detail in this summary, and meeting these requirements with respect to preparing and filing the Section 85 Election will be the sole responsibility of the Eligible Holder.

Any Eligible Holder who does not ensure that information necessary to make a Section 85 Election has been received by Lundin Mining in accordance with the procedures set out in the Tax Instruction Letter within the time period noted above may not be able to benefit from the tax deferral provisions in subsections 85(1) or 85(2) of the Tax Act (or the corresponding provisions of any applicable provincial tax legislation). Accordingly, all Eligible Holders who wish to make a Section 85 Election with Lundin Mining should give their immediate attention to this matter.

Dividends on Lundin Mining Shares

Dividends received or deemed to be received on Lundin Mining Shares by a Resident Holder who is an individual (including a trust) will be included in computing the individual's income for tax purposes and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from "taxable Canadian corporations" (as defined in the Tax Act). Such dividends will be eligible for the enhanced gross-up and dividend tax credit for "eligible dividends" (as defined in the Tax Act) paid by taxable Canadian corporations, to the extent that such dividends are properly designated by Lundin Mining as eligible dividends. There may be limitations on the ability of Lundin Mining to designate dividends as "eligible dividends".

A Resident Holder that is a corporation will include dividends received or deemed to be received on Lundin Mining Shares in computing its income for tax purposes and generally will be entitled to deduct the amount of such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.

Certain corporations, including a "private corporation" or a "subject corporation" (as defined in the Tax Act) may be liable to pay a refundable tax under Part IV of the Tax Act on the dividends received or deemed to be received on Lundin Mining Shares to the extent that such dividends are deductible in computing taxable income. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.

Dispositions of Lundin Mining Shares

The disposition or deemed disposition of Lundin Mining Shares (other than to Lundin Mining unless purchased by Lundin Mining in the open market in the manner in which shares are normally purchased by a member of the public in the open market) by a Resident Holder will generally result in a capital gain (or capital loss) equal to the amount by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the holder of the Lundin Mining Shares immediately before the disposition. See "*Holders Resident in Canada – Capital Gains and Capital Losses*" below for a general description of the treatment of capital gains and capital losses under the Tax Act.

Capital Gains and Capital Losses

Generally, a Resident Holder will be required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized by it in that year. Such a Resident Holder will be required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized by it in a taxation year from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year may be carried back to any of the three preceding taxation years or carried forward to any subsequent taxation year and deducted against net taxable capital gains realized in such years, subject to and in accordance with the detailed rules contained in the Tax Act.

The amount of any capital loss realized on the disposition of a Lundin Mining Share by a Resident Holder that is a corporation may, to the extent and under the circumstances specified by the Tax Act, be reduced by the amount of any dividends received or deemed to have been received by the corporation on such shares (or on a share for which such a share is substituted or exchanged). Similar rules may apply where shares are owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to which these rules may be relevant should consult their own advisors.

A Resident Holder that is throughout the relevant taxation year a "Canadian-controlled private corporation" (as defined in the Tax Act) also may be liable to pay an additional refundable tax on its "aggregate investment income" (as defined in the Tax Act) for the year which will include taxable capital gains.

Minimum Tax

Capital gains realized and dividends received or deemed to be received by individuals and certain trusts may give rise to minimum tax under the Tax Act.

Dissenting Resident Holders

A Resident Holder who disposes of Josemaria Shares upon the exercise of Dissent Rights in consideration for a cash payment from Lundin Mining equal to the fair value of the Josemaria Shares will receive proceeds of disposition equal to the amount received by the Resident Holder (excluding the amount of any interest awarded by a court). The dissenting Resident Holder will realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Resident Holder's Josemaria Shares.

A capital gain or capital loss realized by a dissenting Resident Holder will be treated in the same manner as described above under the subheading "*Holders Resident in Canada – Capital Gains and Capital Losses*".

Interest awarded by a court to a dissenting Resident Holder will be included in the holder's income for purposes of the Tax Act.

In addition, a Resident Holder that exercises Dissent Rights and throughout the relevant taxation year, is a "Canadian controlled private corporation" (as defined in the Tax Act) may be required to pay an additional refundable tax on certain investment income, which includes interest income.

Resident Holders should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

Eligibility for Investment

The Lundin Mining Shares, if issued on the date hereof, will be qualified investments under the Tax Act and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, registered disability savings plans and tax-free savings accounts (collectively, "**Registered Plans**") and deferred profit sharing plans ("**DPSPs**") (all as defined in the Tax Act), provided that the Lundin Mining Shares are listed on a "designated stock exchange" as defined in the Tax Act (which currently includes the TSX and Nasdaq Stockholm).

Notwithstanding the foregoing, if the Lundin Mining Shares are a "prohibited investment" within the meaning of the Tax Act for the Registered Plan, the annuitant, holder or subscriber, as the case may be (the "**Controlling Individual**"), of the Registered Plan, will be subject to a penalty tax under the Tax Act. The Lundin Mining Shares generally will not be a prohibited investment for a Registered Plan provided the Controlling Individual of the Registered Plan: (i) deals at arm's length with Lundin Mining for the purposes of the Tax Act; and (ii) does not have a "significant interest" (as defined in the Tax Act for purposes of the prohibited investment rules) in Lundin Mining. In addition, the Lundin Mining Shares will not be a prohibited investment if such shares are "excluded property" (as defined in the Tax Act for purposes of the prohibited investment rules) for the Registered Plan.

Persons who intend to hold Lundin Mining Shares in a Registered Plan or DPSP should consult their own tax advisors in regard to the application of these rules in their particular circumstances.

Holders Not Resident in Canada

The following portion of this summary is applicable to a Holder who: (i) has not been, is not resident or deemed to be resident in Canada for purposes of the Tax Act; and (ii) does not use or hold, and is not deemed to use or hold, Josemaria Shares or any Lundin Mining Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that

is an insurer carrying on business in Canada and elsewhere. All Non-Resident Holders should consult their own tax advisors.

Disposition of Josemaria Shares and Subsequent Disposition of Lundin Mining Shares

Non-Resident Holders who elect to realize a capital gain on the exchange of their Josemaria Shares under the Arrangement for cash or cash and Lundin Mining Shares or receive Share Consideration and the Share Consideration Cash Payment for their Josemaria Shares will not be subject to tax under the Tax Act on any capital gain realized unless such Josemaria Shares are, or are deemed to be, “taxable Canadian property” (as defined in the Tax Act) of the Non-Resident Holder at the time of exchange and the gain is not exempt from tax pursuant to the terms of an applicable tax treaty.

Similarly, any capital gain realized by a Non-Resident Holder on the disposition or deemed disposition of any Lundin Mining Shares received pursuant to the Arrangement will not be subject to tax under the Tax Act unless such Lundin Mining Shares are, or are deemed to be, taxable Canadian property of the Non-Resident Holder at the time of disposition and the gain is not exempt from tax pursuant to the terms of an applicable tax treaty.

Generally, a Josemaria Share and a Lundin Mining Share will not constitute taxable Canadian property of a Non-Resident Holder at the time of disposition (including upon the exchange of the Josemaria Shares) provided that the particular share is listed on a “designated stock exchange” for the purposes of the Tax Act (which currently includes the TSX and Nasdaq Stockholm), unless at any time during the 60 month period immediately preceding the disposition,

- (a) 25% or more of the issued shares of any class of the capital stock of the issuer were owned by or belonged to any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder did not deal at arm's length, and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships; and
- (b) more than 50% of the fair market value of the applicable shares was derived, directly or indirectly, from one or any combination of real or immovable property situated in Canada, “Canadian resource property” (as defined in the Tax Act), “timber resource property” (as defined in the Tax Act), or options in respect of, interests in, or for civil law rights in such properties, whether or not such property exists.

A Josemaria Share or Lundin Mining Share may be deemed to be “taxable Canadian property” in certain other circumstances (generally where such shares have been acquired on a tax-deferred rollover basis in exchange for another share or shares that constituted “taxable Canadian property” at the time of such exchange). Non-Resident Holders should consult their own tax advisors in this regard.

In circumstances where a Josemaria Share constitutes taxable Canadian property of the Non-Resident Holder, any capital gain that would be realized on the exchange of the Josemaria Share under the Arrangement that is not exempt from tax under the Tax Act pursuant to an applicable income tax treaty, generally will be subject to the same Canadian tax consequences discussed above for a Resident Holder under the headings “*Holders Resident in Canada – Exchange of Josemaria Shares for Cash or Cash and Lundin Mining Shares – No Section 85 Election*”, “*Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election*” and under the heading “*Holders Resident in Canada – Capital Gains and Capital Losses*”. Similarly, with respect to a Lundin Mining Share owned by a Non-Resident Holder in the aforesaid circumstances, the tax consequences discussed above for a Resident Holder under the heading “*Holders Resident in Canada – Dispositions of Lundin Mining Shares*” and “*Holders Resident in Canada – Capital Gains and Capital Losses*” will generally apply.

A Non-Resident Holder that is an Eligible Holder and who receives Lundin Mining Shares pursuant to the Arrangement may make a Section 85 Election jointly with Lundin Mining to obtain a full or partial deferral for purposes of the Tax Act of the capital gain that would otherwise be realized on the exchange depending on the Elected Amount and the Eligible Holder's adjusted cost base of the Josemaria Shares at the time of the exchange. The procedures for making a Section 85 Election and the effects of filing such an election under the Tax Act are as described above

for a Resident Holder under the heading “*Holders Resident in Canada – Exchange of Josemaria Shares for Cash and Lundin Mining Shares – With Section 85 Election*”.

Non-Resident Holders should consult their own advisors with respect to the availability and advisability of making a Section 85 Election.

Dividends on Lundin Mining Shares

Dividends paid, deemed to be paid, or credited on Lundin Mining Shares to a Non-Resident Holder will be subject to Canadian non-resident withholding tax. Under the Tax Act, the rate of withholding is 25% of the gross amount of the dividend. The withholding rate *may be reduced pursuant to the provisions* of an applicable income tax treaty or convention. Under the Canada-United States Tax Convention (1980), as amended (the “**Canada-US Tax Treaty**”), the withholding rate on any such dividend beneficially owned by a Non-Resident Holder that is a resident of the United States for purposes of the Canada-US Tax Treaty and entitled to the full benefits of such treaty is generally reduced to 15% (or 5% in the case of a company beneficially owning at least 10% of Lundin Mining’s voting shares).

Dissenting Non-Resident Holders

A Non-Resident Holder who disposes of Josemaria Shares to Lundin Mining upon the exercise of Dissent Rights in consideration for a cash payment from Lundin Mining will not be subject to tax under the Tax Act on any capital gain realized on the disposition unless such Josemaria Shares are, or are deemed to be, “taxable Canadian property” (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the gain is not exempt from tax pursuant to the terms of an applicable tax treaty. The same general considerations apply as discussed above under the heading “*Holders Not Resident in Canada – Disposition of Josemaria Shares and Subsequent Disposition of Lundin Mining Shares*” in determining whether a capital gain will be subject to tax under the Tax Act, except that a dissenting Non-Resident Holder will not be entitled to make a Section 85 Election to defer realizing any capital gain.

Any interest paid or credited to a dissenting Non-Resident Holder who deals at arm’s length with Lundin Mining for purposes of the Tax Act should not be subject to withholding tax under the Tax Act.

Non-Resident Shareholders should consult their own tax advisors with respect to the tax implications to them of the exercise of their Dissent Rights.

CERTAIN SWEDISH INCOME TAX CONSIDERATIONS

Below is a summary of certain Swedish tax consequences that may arise for individual shareholders and limited liability company (Sw. aktiebolag) shareholders in relation to the proposed Arrangement. The summary is based on current legislation and is intended only as general information for individuals and limited liability companies subject to unlimited tax liability in Sweden, unless otherwise stated. The analysis is not exhaustive and does not, for example, generally cover shares held as trading assets for tax purposes or held by a partnership. Moreover, it does not cover situations where shares are classified as business-related under the Swedish participation exemption regime or relates to a shell company (Sw. skalbolag) as defined in tax legislation. Nor does it cover the special rules that may apply to holding companies that are or have been closely-held companies (Sw. fåmansföretag) or securities acquired on the basis of qualified shares in closely-held companies. Moreover, the summary does not cover shares held in an investment savings account (Sw. investeringssparkonto) or endowment insurance (Sw. kapitalförsäkring), nor does it cover situations where shares are held by investment companies as defined in the tax legislation, insurance companies or investment funds (Sw. värdepappersfonder och specialfonder). The summary does not cover matters related to the credit or deduction of foreign taxes. Overall, it is recommended that investors consult their own tax advisor for more detailed advice on the tax implications based on their specific facts and circumstances, including the applicability and effect of foreign rules and tax treaties.

Josemaria Resources Shareholders should note that the tax legislation of the holder’s residence state and of the Josemaria Resources’ country of incorporation may have an impact on the income received from the Josemaria Shares.

Josemaria Resources Shareholders with Unlimited Tax Liability in Sweden

In this case, “unlimited tax liability” refers to holders of Josemaria Shares who are (a) an individual owner who is resident or has habitual abode in Sweden or who has been resident in Sweden and has an essential connection with Sweden, or (b) any limited liability company incorporated in Sweden or due to its registered office or such circumstance is deemed to constitute a Swedish legal tax resident entity.

Natural Persons with Unlimited Tax Liability in Sweden

Disposal of Josemaria Shares against Cash Consideration

Natural persons who have unlimited tax liability in Sweden are taxed as income from capital with a rate of 30% for any profit from the disposal of shares in Josemaria Shares. The capital gain or capital loss is calculated based on the difference between the Consideration received and the Josemaria Resources Shareholder’s acquisition cost of the sold Josemaria Share. The acquisition costs consist of the cost of acquiring the Josemaria Shares including transaction costs relating to the acquisition.

The average method is used when calculating the capital gains. Under this method, the acquisition cost per Josemaria Share comprises the average acquisition cost of all shares of the same class and type. The acquisition cost of a listed share can also be calculated under the standard method. The acquisition cost under the standard method would be 20% of the received Consideration from the sale of the share less transaction costs relating to the disposal.

A capital loss on listed shares or other listed securities can be fully deducted against capital gains the same year on listed shares or other securities, except for shares in investment funds that only contain Swedish receivables (fixed income investment funds). Capital losses not absorbed by these set-off rules are deductible at 70% against other forms of capital income. To the extent a capital loss cannot be offset against capital gains, a tax reduction is allowed against municipal and state income tax. A tax reduction is allowed at a rate of 30% of the portion of the capital loss that does not exceed SEK 100,000 and 21% of the remaining portion. Any excess net loss cannot be carried forward to future tax years.

If a Josemaria Resources Shareholder receives Consideration in cash only for their Josemaria Shares, the Josemaria Resources Shareholder will thus have to pay 30% in tax on their net profits. The Shareholder must report the sale of the Josemaria Shares in their individual income tax return. If the Shareholder makes a loss, it will be deductible under the rules mentioned above.

Disposal of Josemaria Shares against both Cash Consideration and Share Consideration for each Josemaria Share

Please note that the deferral of taxation will cease to apply if the shareholder ceases to reside within the EEA. The shareholder would in such scenario be required to report the capital gain from the share for share exchange as a taxable capital gain in his tax return for the year that the deferral ceases to apply.

If the Consideration is provided in both Lundin Mining Shares and cash, the tax-free rollover applies for the share component of the Consideration. In such a situation the main rule is that the acquisition cost of all the sold Josemaria Shares will be transferred to the acquired Lundin Mining Shares and the entire Cash Consideration will be taxed as a capital income.

The Cash Consideration received will thus be subject to 30% tax without deduction for any acquisition cost.²

The received Share Consideration Cash Payment will also be taxed as capital income as above.

²If the disposal of shares against Cash Consideration and the disposal of shares against Consideration in Lundin Mining Shares could be viewed as two separate transactions according to wording of the terms of the disposal, it may be possible to deduct the acquisition cost attributable to the shares disposed against the Cash Consideration.

Requirements for the Share Exchange to Qualify as a Tax-Free Rollover

The tax-free rollover provisions are mandatory if the conditions are fulfilled. Hence, it is thus not possible for a shareholder who sells their Josemaria Shares against Consideration in the form of Lundin Mining Shares to opt out of the rollover provisions provided the requirements for the rollover provisions are met. A Josemaria Resources Shareholder is not required to report a share exchange that is covered by the rollover provisions in their tax return.

1. The Shareholder must have his permanent home or stay on permanent basis within the European Economic Area (EEA).
2. The exchange of Josemaria Shares must be made on market terms and the Consideration is paid in Lundin Mining Shares. The Consideration may also be partly paid in cash.
3. Both Lundin Mining and Josemaria Resources must be a “foreign company”. For tax purposes a “foreign company” is a foreign legal entity which is taxed in its home state in a way similar to the taxation of a Swedish limited company (AB). A foreign legal entity is a foreign association which can (i) acquire rights and assume obligations, (ii) bring actions before courts and authorities in its own name, and (iii) for which shareholders cannot freely dispose of its assets.
4. Lundin Mining must hold more than 50% of the voting rights in Josemaria Resources at the end of the calendar year in which the Lundin Mining Shares were bought. If specific circumstances are at hand that causes a sale/dispose of the bought shares it may be sufficient that this condition is fulfilled some period from the exchange of share and the end of the calendar year.

Please note that the deferral of taxation will cease to apply if the shareholder ceases to reside within the EEA. The shareholder would in such scenario be required to report the capital gain from the share for share exchange as a taxable capital gain in his tax return for the year that the deferral ceases to apply.

Natural Persons with Limited Tax Liability in Sweden

Natural persons who have only limited tax liability in Sweden are usually not taxed in Sweden for capital gain on disposal of shares; they may however be subject to taxation in their country of residence. Under a special rule, a natural person with limited tax liability in Sweden may however be subject to Swedish taxation upon the sale of certain foreign securities if the Josemaria Resources Shareholder at any time during the year of the sale or any of the previous ten years has had residency or habitual abode in Sweden. The Josemaria Share must have been acquired while the Shareholder was resident or had habitual abode in Sweden for this rule to be applicable. The applicability of this rule may be limited under a double tax treaty.

Limited Liability Companies with Unlimited Tax Liability in Sweden

Disposal of Josemaria Shares against Cash Consideration

When a Josemaria Resources Shareholder is a limited liability company participating in the Arrangement, the Shareholder's capital gain is determined at the time of the disposal. The capital gain is calculated as Cash Consideration less the acquisition cost for the Josemaria Shares. Limited liability companies which have unlimited tax liability in Sweden are as a starting point subject to 20.6% corporate tax on any profit from the disposal of shares in Josemaria Resources, provided that the shareholding does not qualify as business-related under the Swedish participation exemption regime.

For limited liability companies selling their shares against a Consideration of Lundin Mining Shares, there is a possibility to defer taxation at such share exchange. This is under the assumption that the conditions for a deferral-based share exchange are fulfilled, please see below.

Requirements for the Share Exchange to Qualify as a Deferral-Based Share Exchange

The share exchange rules for limited liability companies are applied on a voluntary basis upon application by the Josemaria Resources Shareholders. For the rules to apply, the following main criteria must be met.

1. The Josemaria Resources Shareholder disposes of Josemaria Shares to Lundin Mining in exchange for fair market compensation in the form of Lundin Mining Shares, potentially in combination with cash.
2. Lundin Mining and Josemaria Resources, if not Swedish companies and if resident outside of the EU, must qualify as "foreign companies". For tax purposes a "foreign company" is a foreign legal entity which is taxed where it is tax resident in a way similar to the taxation of a Swedish limited liability company. A foreign legal entity is a foreign association which can (i) acquire rights and assume obligations, (ii) bring actions before courts and authorities in its own name, and (iii) shareholders cannot freely dispose of the company's assets.
3. Lundin Mining must hold Josemaria Shares representing more than 50% of the total voting rights in Josemaria Resources at the end of the calendar year in which the disposal has taken place. If special circumstances led to Lundin Mining divesting the Josemaria Shares after completion of the exchange, it is sufficient that Lundin Mining has had the required holding at some point after the exchange in the relevant calendar year. Considering that Lundin Mining is contemplated to acquire all of the Josemaria Shares, this requirement should be met.

If the criteria in the above paragraphs are met, the Josemaria Resources Shareholders can apply for deferral with capital gains taxation. Lundin Mining intends to apply for general guidelines from the Swedish Tax Agency regarding the deemed sale price of the Josemaria Shares (to be used for the capital gains calculation) and acquisition cost for Lundin Mining Shares. Information from the Swedish Tax Agency's general guidelines will be published as soon as possible on Lundin Mining's and the Swedish Tax Agency's websites.

Disposal of Josemaria Shares against both Share Consideration and Cash Consideration

If the conditions for a deferral-based share exchange are fulfilled, the Josemaria Resources Shareholder will not be taxed at the exchange. However, any Cash Consideration received must be recognized as income in the tax year in which the share exchange takes place, as stated above. The received Share Consideration Cash Payment will be taxed as ordinary business income as above.

If the divested Josemaria Shares were capital assets for the Josemaria Resources Shareholder, there must be a capital gain for a deferral to apply. If a portion of the Consideration has been provided in the form of cash, the capital gain must exceed the cash part of the Consideration for the rules on deferral to apply. The remaining part of the capital gain is allocated to the Lundin Mining Shares received, i.e., the deferral amount.

As a rule, the deferral amount is taxable when the received Lundin Mining Shares are sold. The shareholder's acquisition cost for the Josemaria Shares could be transferred to the received shares in Lundin Mining. A deferral may continue in subsequent share exchanges.

Taxation of Dividends on and Capital Gains and Capital Losses upon Divestment

Natural Persons

Dividends to natural persons on publicly listed shares are taxed as capital income at a 30% tax rate.

Divestments of publicly listed shares may trigger a capital gain or capital loss. Capital gains are subject to Swedish income tax at a 30% tax rate. The capital gain or capital loss is calculated as the difference between the sales price, after deduction of expenses relating to the divestment, and the acquisition cost. The acquisition cost for shares of the same class and type is calculated by applying the average method. By divestment of publicly listed shares, the standard method could be applied to calculate the acquisition cost, whereby the acquisition cost would be 20% of the received consideration from the sale of the share less transaction costs relating to the disposal. Capital losses on publicly listed shares are generally tax deductible against taxable capital gains.

Limited Liability Companies

For limited liability companies, all income, including taxable capital gains and dividends, is generally taxed as business income at the standard corporate tax rate of 20.6%. Capital gains and capital losses are calculated in accordance with the same principles as described above for natural persons. Capital losses on shares may only be deducted against taxable capital gains on shares and similar instruments. If dividends are taxable, it is generally possible to credit and/or deduct foreign withholding taxes on the dividends, that have not been possible to eliminate by invoking an applicable tax treaty, against the Swedish taxes.

If the received Lundin Mining Shares qualify as business-related under the participation exemption, the rules above are not relevant. For a shareholding in a listed company to qualify as business-related. In general it must *inter alia* represent voting rights of at least 10% of the total voting rights in the company and a holding period be respected. Dividends and capital gains on business-related shares are tax exempt and capital losses non-deductible.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed under “*The Arrangement – Interests of Certain Persons in the Arrangement*” and “*Information Concerning Josemaria Resources*” in this Circular, no informed person of the Company (e.g. directors and executive officers of the Company and Persons beneficially owning or controlling or directing voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company), or any Associate or affiliate of any informed person, has had any material interest in any transaction, or proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries since the commencement of the most recently completed financial year of the Company.

AUDITORS

PricewaterhouseCoopers, LLP (PricewaterhouseCoopers Place, 250 Howe Street, Suite 1400, Vancouver, British Columbia, Canada) is the auditor of the Company and has advised that it is independent with respect to the Company within the meanings of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia. PricewaterhouseCoopers, LLP have served as auditor of the Company since 2009.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com and on the Company's website at www.josemariaresources.com. Financial information is provided in the Company's audited consolidated financial statements and MD&A for its most recently completed financial year which are filed on SEDAR. In addition, copies of the Company's annual financial statements and MD&A and this Circular may be obtained upon request to the Company at 2000 - 885 West Georgia Street Vancouver, BC V6C 3E8, or by email at judy.mccall@josemariaresources.com.

APPROVAL OF THE BOARD OF DIRECTORS

The contents and the sending of the Notice of Meeting and this Circular have been approved by the Board.

DATED this 16th day of March, 2022

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Adam I. Lundin"

Adam I. Lundin
President, Chief Executive Officer and Director

APPENDIX A ARRANGEMENT RESOLUTION

The text of the Arrangement Resolution which the securityholders will be asked to pass at the Meeting is as follows:

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

- A. The arrangement (as it may be modified or amended, the “**Arrangement**”) under Section 192 of the *Canada Business Corporations Act* involving Josemaria Resources Inc. (the “**Company**”), its shareholders and Lundin Mining Corporation (“**Purchaser**”), all as more particularly described and set forth in the plan of arrangement (as it may be modified or amended, the “**Plan of Arrangement**”) attached as Appendix B to the Management Information Circular of the Company dated March 16, 2022 (the “**Information Circular**”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
- B. The Arrangement Agreement dated as of December 19, 2021 between the Company and the Purchaser, as it may be amended, modified or supplemented from time to time (the “**Arrangement Agreement**”), and the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and causing the performance by the Company of its obligations thereunder are hereby confirmed, ratified, authorized and approved.
- C. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
- D. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by shareholders of the Company or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered without further notice to or approval of any shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
- E. Any director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person’s opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

**APPENDIX B
PLAN OF ARRANGEMENT**

**PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 *Definitions*

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) **“Arrangement”** means the arrangement of the Company under Section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Purchaser and the Company, each acting reasonably;
- (b) **“Arrangement Agreement”** means the arrangement agreement dated as of December 19, 2021 among the Purchaser and the Company, together with the disclosure letter delivered by the Company in connection with the Arrangement Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (c) **“Arrangement Resolution”** means the special resolution of the Company Shareholders and the Company Securityholders approving the Arrangement to be considered at the Company Meeting;
- (d) **“Business Day”** means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Toronto, Ontario or in Vancouver, British Columbia are authorized or required by applicable Law to be closed;
- (e) **“Cash Consideration”** means \$1.60 per Company Share;
- (f) **“CBCA”** means the Canada Business Corporations Act and the regulations made thereunder, as promulgated or amended from time to time;
- (g) **“Company”** means Josemaria Resources Inc., a company existing under the CBCA;
- (h) **“Company Meeting”** means the special meeting of the Company Securityholders, including any adjournment or postponement thereof, to be held in accordance with the Interim Order to consider the Arrangement Resolution;
- (i) **“Company Option In-The-Money-Amount”** in respect of a Company Option means the amount, if any, by which the total fair market value of the Company Shares that a holder is entitled to acquire on exercise of the Company Option immediately before the Effective Time exceeds the aggregate exercise price to acquire such Company Shares at that time;
- (j) **“Company Option Plan”** means the amended share option plan of the Company, which was last approved by the Company’s board of directors on May 5, 2020 and most recently approved by the Company’s shareholders on June 16, 2020;
- (k) **“Company Optionholder”** means a holder of one or more Company Options;
- (l) **“Company Options”** means options to acquire Company Shares granted pursuant to or otherwise subject to the Company Option Plan;

- (m) **"Company Securityholders"** means, collectively, the Company Shareholders and the Company Optionholders;
- (n) **"Company Shareholder"** means a holder of one or more Company Shares;
- (o) **"Company Shares"** means the issued and outstanding common shares of the Company;
- (p) **"Court"** means the Supreme Court of British Columbia, or other court as applicable;
- (q) **"Depository"** means any trust company, bank or financial institution agreed to in writing between the Purchaser and the Company for the purpose of, among other things, exchanging certificates representing Company Shares for certificates representing the Share Consideration in connection with the Arrangement and paying the Cash Consideration and Share Consideration Cash Payment, as applicable, to Company Shareholders;
- (r) **"Dissent Rights"** shall have the meaning ascribed to such term in Section 4.01 hereof;
- (s) **"Dissenting Company Shareholder"** means a registered Company Shareholder as of the record date of the Company Meeting that duly and validly exercises Dissent Rights in respect of all Company Shares held and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (t) **"Effective Date"** means the date upon which all of the conditions to completion of the Arrangement as set forth in the Arrangement Agreement have been satisfied or waived and all documents agreed to be delivered hereunder have been delivered to the satisfaction of the parties thereto, acting reasonably;
- (u) **"Effective Time"** means 12:01 a.m. (Vancouver time) on the Effective Date;
- (v) **"Election Date"** shall have the meaning ascribed to such term in Section 3.02(a);
- (w) **"Election Deadline"** means 4:30 pm (local time) at the place of deposit with the Depository provided in the Letter of Transmittal on the Election Date;
- (x) **"Eligible Holder"** means a Company Shareholder who is (a) a resident of Canada for the purposes of the Tax Act and any applicable income tax treaty, holds Company Shares as capital property and who is not exempt from tax on income under the Tax Act, or (b) a non-resident of Canada for the purposes of the Tax Act and any applicable income tax treaty, whose Company Shares constitute "taxable Canadian property" (as defined by the Tax Act) and who is not exempt from Canadian tax in respect of any gain realized on the disposition of Company Shares by reason of an exemption contained in an applicable income tax treaty, or (c) a partnership if one or more members of the partnership are described in (a) or (b);
- (y) **"Exchange Ratio"** means 0.1487;
- (z) **"Final Order"** means the order of the Court approving the Arrangement under Section 192 of the CBCA, in form and substance acceptable to both the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended on appeal (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably);
- (aa) **"Former Company Shareholders"** means the Company Shareholders immediately prior to the Effective Time;
- (bb) **"Governmental Authority"** means (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official,

agency, commission, board or authority of any government, governmental body, quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing, (b) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing, and (c) any stock exchange, including the Toronto Stock Exchange and Nasdaq Stockholm;

- (cc) **“Interim Order”** means the interim order of the Court pursuant to Section 192 of the CBCA following the application as contemplated by the Arrangement Agreement and after being informed of the intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act of 1933, as amended, with respect to the Purchaser Shares and Purchaser Replacement Options issued pursuant to the Arrangement, in form and substance acceptable to both the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended, modified, supplemented or varied by the Court (provided that any such amendment, modification, supplement or variation is acceptable to both the Company and the Purchaser, each acting reasonably);
- (dd) **“Letter of Transmittal”** means the letter of transmittal and election form to be delivered by the Company to the Company Securityholders, together with notice of the Election Deadline for purposes of making the election described in Section 3.01 hereof and providing for the delivery of Company Shares to the Depositary;
- (ee) **“Liability”** means, in respect of any Person, any debt, liability or obligation of any kind or nature whatsoever, including (i) any right against such Person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, (ii) any right against such Person to an equitable remedy for breach of performance, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and (iii) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise);
- (ff) **“Maximum Cash”** shall have the meaning ascribed to such term in subsection Section 3.01(d) hereof;
- (gg) **“Maximum Shares”** shall have the meaning ascribed to such term in Section 3.01(d) hereof;
- (hh) **“Plan of Arrangement”** means this plan of arrangement and any amendments or variations hereto made in accordance with Section 9.9 of the Arrangement Agreement or this plan of arrangement or made at the direction of the Court;
- (ii) **“Purchaser”** means Lundin Mining Corporation, a corporation incorporated under the laws of Canada;
- (jj) **“Purchaser Replacement Option”** means an option or right to purchase Purchaser Shares granted by Purchaser in replacement of Company Options on the basis set forth in Section 3.01(e);
- (kk) **“Purchaser Shares”** means common shares in the capital of Purchaser;
- (ll) **“Replacement Option In-The-Money Amount”** in respect of a Purchaser Replacement Option means the amount, if any, by which the total fair market value of the Purchaser Shares that a holder is entitled to acquire on exercise of the Purchaser Replacement Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Purchaser Shares at that time;
- (mm) **“Section 85 Election”** shall have the meaning ascribed to such term in Section 3.04(c) hereof;
- (nn) **“Share Consideration”** means 0.1487 of a Purchaser Share for each Company Share;
- (oo) **“Share Consideration Cash Payment”** shall have the meaning ascribed to such term in Section 3.01(c)(ii); and

- (pp) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

In addition, words and phrases used herein and defined in the CBCA and not otherwise defined herein shall have the same meaning herein as in the CBCA unless the context otherwise requires.

Section 1.02 *Interpretation Not Affected by Headings*

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

Section 1.03 *Number, Gender and Persons*

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

Section 1.04 *Date for any Action*

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.05 *Statutory References*

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

Section 1.06 *Currency*

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

Section 1.07 *Governing Law*

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

**ARTICLE TWO
ARRANGEMENT AGREEMENT AND BINDING EFFECT**

Section 2.01 *Arrangement Agreement*

This Plan of Arrangement is made pursuant to, and subject to the provisions of, the Arrangement Agreement.

Section 2.02 *Binding Effect*

As of and from the Effective Time, this Plan of Arrangement shall be binding upon:

- (a) the Purchaser;
- (b) the Company;
- (c) the Dissenting Company Shareholders;

- (d) the Company Shareholders; and
- (e) the Company Optionholders;

ARTICLE THREE ARRANGEMENT

Section 3.01 *Arrangement*

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, each at a one-minute interval, without any further act or formality:

- (a) each Company Share held by a Dissenting Company Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to the Purchaser and the Purchaser shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and the name of such holder shall be removed from the central securities register of the Company as a Company Shareholder and the Purchaser shall be recorded as the registered holder of, and shall be deemed to be the legal owner of, such Company Shares;
- (b) any Former Company Shareholder who has not duly and validly completed a Letter of Transmittal by the Election Deadline shall be deemed to have elected to receive Share Consideration for his or her Company Shares;
- (c) each issued Company Share held by a Former Company Shareholder (other than the Purchaser, any subsidiary of the Purchaser or a Dissenting Company Shareholder) shall be transferred to the Purchaser (free and clear of any liens, charges and encumbrances of whatsoever nature) and each such Former Company Shareholder shall be entitled to receive, in exchange therefor and subject to the following provisions of this Section 3.01 and Section 5.04 hereof consideration comprised of, in accordance with the election or deemed election as provided by Section 3.01(b) of such Former Company Shareholder:
 - (i) Cash Consideration of \$1.60 for each Company Share held; or
 - (ii) Share Consideration of 0.1487 of a Purchaser Share for each Company Share held, plus for each whole Purchaser Share issued to such Former Company Shareholder, \$0.11 in cash will also be paid to such Former Company Shareholder (the “**Share Consideration Cash Payment**”); or
 - (iii) any combination thereof;
- (d) for greater certainty, with respect to any election pursuant to the foregoing, a Former Company Shareholder may elect to receive a combination of the Cash Consideration and the Share Consideration in exchange for the aggregate number of Company Shares in respect of which such election is made. The maximum aggregate amount of Cash Consideration to be paid to Former Company Shareholders is \$183,000,000 (the “**Maximum Cash**”). The maximum aggregate number of Purchaser Shares that may be elected by Former Company Shareholders is 39,700,000 (the “**Maximum Shares**”), The Maximum Cash and Maximum Shares shall be adjusted by \$0.48 in cash and 0.1041 Purchaser Shares for each Company Share issued following the date of the Arrangement Agreement and prior to the Effective Time. In the event that: (x) the aggregate amount of the Cash Consideration that would, but for this clause, be paid to Former Company Shareholders exceeds the Maximum Cash, then the Cash Consideration to be paid to any Former Company Shareholder who has elected or is deemed to have elected to receive Cash Consideration shall be determined by multiplying the total amount of Cash Consideration otherwise payable to such holder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Cash and the denominator of which is the aggregate amount of Cash Consideration otherwise payable to all Former Company Shareholders who have so elected (or are deemed to have elected), and such Former Company Shareholder shall be deemed to have elected a combination of Cash Consideration and Share

Consideration such that the Cash Consideration will be reduced to reflect the Maximum Cash limit and the Share Consideration will be increased such that the Company Shareholder will receive Share Consideration for the remainder of their Company Shares, for which they would otherwise have received Cash Consideration; or (y) the aggregate number of Purchaser Shares that would, but for this clause, be issuable to Former Company Shareholders exceeds the Maximum Shares then the number of Purchaser Shares issuable to any Former Company Shareholder who has elected, or is deemed to have elected to receive Share Consideration shall, subject to rounding in accordance with Section 3.05, be determined by multiplying the total number of Purchaser Shares otherwise issuable to such Former Company Shareholder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Shares and the denominator of which is the aggregate number of Purchaser Shares otherwise issuable to all Former Company Shareholder who have so elected (or are deemed to have so elected), and such Former Company Shareholder shall be deemed to have elected to receive Cash Consideration for the remainder of their Company Shares for which such Former Company Shareholder would, but for this clause, have received Purchaser Shares. For greater certainty, the Share Consideration Cash Payment is not included in the determination of the Maximum Cash in this Section 3.01(d) for the purpose of the Plan of Arrangement;

- (e) each Company Option outstanding immediately prior to the Effective Time will vest and be exchanged for a fully-vested Purchaser Replacement Option to acquire from Purchaser such number of Purchaser Shares as is equal to: (A) the number of Company Shares that were issuable upon exercise of such Company Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Purchaser Shares, at an exercise price per Purchaser Share equal to the quotient determined by dividing: (X) the exercise price per Company Share at which such Company Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out above, the terms of each Company Option shall be the same as the terms of the Purchaser Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Company Option would otherwise exceed the Company Option In-The-Money Amount in respect of the Purchaser Replacement Option, the number of Purchaser Shares which may be acquired on exercise of the Purchaser Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The-Money Amount in respect of the Purchaser Replacement Option does not exceed the Company Option In-The-Money Amount in respect of the Company Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

Section 3.02 *Election*

- (a) The election date (the “**Election Date**”) shall be April 19, 2022, unless otherwise agreed in writing by the Purchaser and the Company. If, after the Letter of Transmittal has been mailed, the Purchaser and the Company determine that the Effective Date is not reasonably likely to occur by the tenth Business Day after the initial Election Date, then the date by which Letters of Transmittal must be received shall be extended to a date which the parties expect to be not more than ten Business Days before the Effective Date. In the event that the date by which Letters of Transmittal must be received is extended, the Company shall provide at least five days notice of the new Election Date (and shall provide such notice prior to the original Election Date if practicable) to Company Securityholders by means of publication, at least once, in The Globe and Mail, national edition, or any other English language daily newspaper of general circulation in Canada. Any duly completed Letter of Transmittal deposited by the original Election Deadline shall not be required to be re-deposited if the date by which Letters of Transmittal must be received is extended pursuant hereto. The Election Date, as extended and published pursuant to the terms hereof, shall be the Election Date;

- (b) Each person who, at or prior to the Election Deadline, is a Company Shareholder will be entitled, with respect to all or a portion of their Company Shares, to make an election at or prior to the Election Deadline to receive: (i) the Cash Consideration; (ii) the Share Consideration; or (iii) any combination thereof, in each case in accordance with Section 3.01 hereof, including the pro-rationing provisions thereof.

Section 3.03 *Methods of Election*

The election contemplated by Section 3.02 shall be made as follows:

- (a) each Former Company Shareholder shall make such election by depositing with the Depositary by the Election Deadline an irrevocable Letter of Transmittal duly signed and completed in accordance with the provisions thereof, indicating such Former Company Shareholder's election, together with the certificates representing such Former Company Shareholder's Company Shares, if applicable;
- (b) any Letter of Transmittal once so deposited with the Depositary shall be irrevocable and may not be withdrawn by the Former Company Shareholder;
- (c) any Former Company Shareholder who does not deposit with the Depositary a duly completed Letter of Transmittal together with the certificates representing such Former Company Shareholder's Company Shares, if applicable, prior to the Election Deadline or otherwise fails to fully comply with the requirements of Section 3.03(a) (including any Former Company Shareholder who attempts to exercise but does not validly exercise Dissent Rights) shall be deemed to have elected to receive the Share Consideration for his or her Company Shares;
- (d) any deposit of a Letter of Transmittal and accompanying certificates may be made at any of the addresses of the Depositary specified in the Letter of Transmittal; and
- (e) a Former Company Shareholder who holds Company Shares as a nominee, custodian, depositary, trustee or in any other representative capacity for beneficial owners of Company Shares may submit multiple Letters of Transmittal.

Section 3.04 *Effective Time Procedures*

- (a) Following the receipt of the Final Order and prior to the Effective Date, Purchaser shall deliver or arrange to be delivered to the Depositary cash in an aggregate amount sufficient to pay the aggregate Cash Consideration payable to the Former Company Shareholders, certificates representing the Purchaser Shares required to be issued to Former Company Shareholders and cash in an aggregate amount sufficient to pay the aggregate Share Consideration Cash Payment payable to the Former Company Shareholders, in accordance with the provisions of Section 3.01 hereof, which cash and certificates shall be held by the Depositary as agent and nominee for such Former Company Shareholder, for distribution to such Former Company Shareholder, in accordance with the provisions of Article 5 hereof.
- (b) Subject to the provisions of Article 5 hereof, and upon return of a properly completed Letter of Transmittal by a registered Former Company Shareholder, together with certificates representing Company Shares if applicable and such other documents as the Depositary may require, Former Company Shareholders shall be entitled to receive delivery of the Cash Consideration and/or certificates representing the Purchaser Shares (together with the applicable Share Consideration Cash Payment), to which they are entitled pursuant to Section 3.01 hereof.
- (c) An Eligible Holder whose Company Shares are exchanged for consideration pursuant to Section 3.01(c) and Section 3.01(d) hereof and receives Purchaser Shares shall be entitled to make a joint income tax election, pursuant to Section 85 of the Tax Act (and any analogous provision of provincial income tax law) (a "**Section 85 Election**") with respect to the exchange by providing two signed copies of the necessary joint election forms to an appointed representative, as directed by the Purchaser, within 90 days after the Effective Date, duly completed with the details of the number of Company Shares transferred and the applicable agreed amounts for the purposes of such joint

elections. The Purchaser shall, within 90 days after receiving the completed joint election forms from an Eligible Holder, and subject to such joint election forms being correct and complete and in compliance with requirements imposed under the Tax Act (or applicable provincial income tax law), sign and return them to the Eligible Holder for filing with the Canada Revenue Agency (or the applicable provincial tax authority). Neither the Company, the Purchaser nor any successor corporation shall be responsible for the proper completion of any joint election form nor, except for the obligation to sign and return duly completed joint election forms which are received within 90 days of the Effective Date, for any taxes, interest or penalties resulting from the failure of an Eligible Holder to properly complete or file such joint election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). In its sole discretion, the Purchaser or any successor corporation may choose to sign and return a joint election form received by it more than 90 days following the Effective Date but will have no obligation to do so.

Section 3.05 *No Fractional Shares*

- (a) No fractional Purchaser Shares shall be issued to Former Company Shareholders. The number of Purchaser Shares to be issued to Former Company Shareholders shall be rounded up to the nearest whole Purchaser Share in the event that a Former Company Shareholder is entitled to a fractional share representing 0.5 or more of a Purchaser Share and shall be rounded down to the nearest whole Purchaser Share in the event that a Former Company Shareholder is entitled to a fractional share representing less than 0.5 of a Purchaser Share.
- (b) The aggregate Cash Consideration payable to a Former Company Shareholder shall be rounded up to the next whole five cent increment.

**ARTICLE FOUR
DISSENT RIGHTS**

Section 4.01 *Dissent Rights*

Pursuant to the Interim Order, registered Company Shareholders as of the record date for the Company Meeting may exercise rights of dissent ("**Dissent Rights**") in respect of all Company Shares held by such holder as a registered holder thereof as of such date in connection with the Arrangement pursuant to and in strict compliance with the procedures set forth in Section 190 of the CBCA, as modified by this Article 4, the Interim Order and the Final Order, provided that the written notice of dissent to the Arrangement Resolution contemplated by Section 190(5) of the CBCA must be sent to the Company by registered Company Shareholders that wish to dissent at least two days before the Company Meeting or any date to which the Company Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Company Shares by the Purchaser which fair value shall be the fair value of such shares immediately before the passing by the Company Securityholders of the Arrangement Resolution, shall be paid only an amount in cash equal to such fair value by the Purchaser; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Company Shares in which they have purported to exercise Dissent Rights shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting Company Shareholder and shall be entitled to receive only the consideration contemplated in Section 3.01(c) hereof that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights, and had made an election for Cash Consideration for all Company Shares held in accordance with Section 3.02,

but in no case shall the Purchaser, the Company or any other person be required to recognize Company Shareholders who exercise Dissent Rights as Company Shareholders after the time that is immediately prior to the Effective Time, and the names of such registered Company Shareholders who exercise Dissent Rights (and have not withdrawn such exercise of Dissent Rights prior to the Effective Time) shall be deleted from the central securities register as Company Shareholders at the Effective Time and Purchaser shall be recorded as the registered Company Shareholder so transferred and shall be deemed to be the legal owner of such Company Shares.

ARTICLE FIVE
DELIVERY OF CASH CONSIDERATION AND SHARE CONSIDERATION

Section 5.01 *Delivery of Cash Consideration and Share Consideration*

- (a) On the Effective Date, each Former Company Shareholder (other than Dissenting Company Shareholders) who has validly elected in accordance with the provisions hereof shall, following completion of the transactions described in Section 3.01, be entitled to receive, and the Depositary shall deliver to such Former Company Shareholder following the Effective Time, cash representing the Cash Consideration and certificates representing the Share Consideration (together with the applicable Share Consideration Cash Payment) that such Former Company Shareholder is entitled to receive in accordance with Section 3.01 hereof.
- (b) Upon surrender to the Depositary of a certificate that immediately before the Effective Time represented one or more outstanding Company Shares that were exchanged for Cash Consideration and/or Share Consideration in accordance with Section 3.01 hereof, together with such other documents and instruments as would have been required to effect the transfer of the Company Shares formerly represented by such certificate under the terms of such certificate, the CBCA or the articles of Company and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, cash representing the Cash Consideration and certificates representing the Share Consideration (together with the applicable Share Consideration Cash Payment) that such holder is entitled to receive in accordance with Section 3.01 hereof.
- (c) After the Effective Time and until surrendered as contemplated by Section 5.01(b) hereof, each certificate that immediately prior to the Effective Time represented one or more Company Shares following completion of the transactions described in Section 3.01, shall be deemed at all times to represent only the right to receive in exchange therefor Cash Consideration and/or certificates representing the Share Consideration (together with the applicable Share Consideration Cash Payment) that the holder of such certificate is entitled to receive in accordance with their election (or deemed election) and Section 3.01 hereof.

Section 5.02 *Lost Certificates*

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding Company Shares that were exchanged for Cash Consideration and/or Share Consideration in accordance with Section 3.01 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, cash and/or, if so elected (or deemed elected), certificates representing Purchaser Shares (together with the applicable Share Consideration Cash Payment) that such holder is entitled to receive in accordance with Section 3.01 hereof. When authorizing such delivery of cash and/or a certificate representing Purchaser Shares (together with the applicable Share Consideration Cash Payment) that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom cash and/or certificates representing such Purchaser Shares (together with the applicable Share Consideration Cash Payment) is to be delivered shall, as a condition precedent to the delivery of cash and certificates representing such Purchaser Shares (together with the applicable Share Consideration Cash Payment), give a bond satisfactory to the Purchaser and the Depositary in such amount as the Purchaser and the Depositary may direct, or otherwise indemnify the Purchaser and the Depositary in a manner satisfactory to the Purchaser and the Depositary, against any claim that may be made against the Purchaser or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Company.

Section 5.03 *Distributions with Respect to Unsurrendered Certificates*

No dividend or other distribution declared or made after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Company Shares unless and until the holder

of such certificate shall have complied with the provisions of Section 5.01 or Section 5.02 hereof. Subject to applicable law and to Section 5.04 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing Purchaser Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Purchaser Shares.

Section 5.04 *Withholding Rights*

The Company, the Purchaser and the Depositary will be entitled to deduct or withhold from any consideration otherwise payable to any Company Shareholder and any other securityholder of the Company under the Plan of Arrangement (including any payment to Dissenting Company Shareholders) such amounts as the Company, the Purchaser or the Depositary is required to deduct or withhold with respect to such payment under the Tax Act, and the rules and regulations promulgated thereunder, or any provision of any federal, provincial, territorial, state, local or foreign tax law as counsel may advise is required to be so deducted or withheld by the Company, the Purchaser or the Depositary, as the case may be. For the purposes hereof, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of the Company, the Purchaser or the Depositary, as the case may be. To the extent necessary, such deductions or withholdings may be effected by selling any Purchaser Shares to which any such person may otherwise be entitled under the Plan of Arrangement, and any amount remaining following the sale, deduction or withholding and remittance shall be paid to the person entitled thereto as soon as reasonably practicable.

Section 5.05 *Limitation and Proscription*

To the extent that a Former Company Shareholder shall not have complied with the provisions of Section 5.01 or Section 5.02 hereof on or before the date that is six years after the Effective Date (the “**final proscription date**”), then the Cash Consideration and Share Consideration Cash Payment to which such Former Company Shareholder was entitled shall be returned to Purchaser and the Share Consideration that such Former Company Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such Share Consideration shall be delivered to Purchaser by the Depositary and the interest of the Former Company Shareholder in such Cash Consideration, Share Consideration or Share Consideration Cash Payment to which it was entitled shall be terminated as of such final proscription date.

Section 5.05 *Paramourcy*

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Company Shares and Company Options issued prior to the Effective Time, (b) the rights and obligations of the Shareholders and Optionholders, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Company Shares or Company Options shall be deemed to have been settled, compromised, released and determined without Liability of the Company or Purchaser except as set forth in this Plan of Arrangement.

ARTICLE SIX AMENDMENTS

Section 6.01 *Amendments to Plan of Arrangement*

- (a) The Purchaser and the Company reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by the Purchaser and the Company, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Company Securityholders if and as required by the Court.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting provided that the Purchaser shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Company Meeting shall be effective only if: (i) it is consented to in writing by each of the Purchaser and the Company; and (ii) if required by the Court, it is consented to by the Company Securityholders voting in the manner directed by the Court.

**APPENDIX C
INTERIM ORDER**

See attached.

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Notice and Management Information Circular for the Special Meeting of Securityholders of Josemaria Resources Inc. to be held on April 21, 2022 (the “**Circular**”) attached as Exhibit “A” to the Gibbs Affidavit.

SPECIAL MEETING

2. Pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended (the “**CBCA**”), Josemaria is authorized and directed to call, hold and conduct a special meeting (the “**Meeting**”) of the holders of common shares of Josemaria (the “**Josemaria Shares**”, the holders of which are the “**Josemaria Shareholders**”) and the holders of options to purchase Josemaria Shares (the “**Josemaria Options**”, the holders of which are the “**Josemaria Optionholders**”, and collectively with the Josemaria Shareholders, the “**Josemaria Securityholders**”) to be held at 10:00 a.m. (Vancouver time) on April 21, 2022, virtually at meetnow.global/MG2RP2J, to:

- (a) consider and, if thought advisable, pass a special resolution (the “**Arrangement Resolution**”) to approve an arrangement (the “**Arrangement**”) involving Josemaria and Lundin Mining, as more particularly described in the plan of arrangement (“**Plan of Arrangement**”) substantially in the form attached as Appendix “B” to the Circular; and
- (b) transact such other business as may properly come before the Meeting or any postponement or adjournment thereof.

3. The Meeting shall be called, held and conducted in accordance with the CBCA, the Circular and the articles of Josemaria, subject to the terms of this Interim Order, and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

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ADJOURNMENT

4. Notwithstanding the provisions of the CBCA and the articles of Josemaria, and subject to the terms of the Arrangement Agreement, Josemaria, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Josemaria Securityholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by press release, news release, newspaper advertisement, or by notice sent to Josemaria Securityholders by one of the methods specified in paragraph 9 of this Interim Order.

5. The Record Date (as defined in paragraph 7 below) shall not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

6. Prior to the Meeting, Josemaria is authorized to make such amendments, revisions or supplements to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement without any additional notice to the Josemaria Securityholders, and the Arrangement and the Plan of Arrangement as so amended, revised and supplemented shall be the Arrangement and Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

RECORD DATE

7. The record date for determining the Josemaria Securityholders entitled to receive notice of, attend and vote at the Meeting shall be March 10, 2022 (the “**Record Date**”), or such other date as the Board of Directors of Josemaria may determine and as disclosed to Josemaria Securityholders in the manner they see fit.

NOTICE OF SPECIAL MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 192 of the CBCA, and Josemaria shall not be required to send to the Josemaria Securityholders any other or additional statement pursuant to Section 192 of the CBCA.

9. The Circular, form of proxy, letter of transmittal and election form, and Notice of Hearing of Petition (collectively, the "**Meeting Materials**") in substantially the same form as contained in Exhibits "A", "B" and "C" to the Gibbs Affidavit, with such deletions, amendments or additions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such deletions, amendments or additions are not inconsistent with the terms of this Interim Order, shall be sent to:

- (a) the registered Josemaria Securityholders as they appear on the central securities register of Josemaria or the records of its registrar and transfer agent as at the close of business on the Record Date, but not to the Josemaria Securityholders who Josemaria, on two consecutive occasions, has sent a record but had such record returned because the Josemaria Securityholder could not be located, such Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting (excluding the date of mailing, delivery or transmittal and the date of the Meeting) by one or more of the following methods:
 - (i) by prepaid ordinary or air mail addressed to the Josemaria Securityholders at their address as they appears in the applicable securities registers of Josemaria or its registrar and transfer agent as at the Record Date;
 - (ii) by delivery in person or by courier to the addressee specified in paragraph 9 (a)(i) above; or
 - (iii) by email or facsimile transmission to any Josemaria Securityholders who identifies himself, herself or itself to the satisfaction of Josemaria, acting through its representatives, who requests such email or facsimile transmission and then in accordance with such request;
- (b) the directors and auditors of Josemaria by sending the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal and the date of the Meeting; and
- (c) in the case of non-registered Josemaria Securityholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to both non-objecting beneficial owners and objecting beneficial owners in

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accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting and Josemaria's application for the Final Order.

10. Accidental failure of or omission by Josemaria to give notice to any one or more of the Josemaria Securityholders or any other persons entitled thereto, or the non-receipt of such notice by one or more of the Josemaria Securityholders or any other persons entitled thereto, or any failure or omission to give such notice as a result of events beyond the reasonable control of Josemaria (including, without limitation, any inability to use postal services), will not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and will not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Josemaria, then it will use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

DEEMED RECEIPT OF NOTICE

11. The Meeting Materials shall be deemed, for the purposes of this Interim Order, to have been received:

- (a) in the case of mailing, the day, Saturdays and holidays excepted, following the date of mailing;
- (b) in the case of delivery in person, the day following personal delivery or, in the case of delivery by courier, the day following delivery to the person's address in paragraph 9 above; and
- (c) in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

UPDATING MEETING MATERIALS

12. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials may be communicated to the Josemaria Securityholders by

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press release, news release, newspaper advertisement or by notice sent to the Josemaria Securityholders by any of the means set forth in paragraph 9 herein, as determined to be the most appropriate method of communication by the Board of Directors of Josemaria.

QUORUM AND VOTING

13. As set forth in the articles of Josemaria, the quorum required at the Meeting shall be two Josemaria Shareholders present in person or represented by proxy.

14. The votes taken at the Meeting shall be taken on the basis of one vote per Josemaria Share held and one vote for each Josemaria Share into which each Josemaria Option may be converted, and the vote required to pass the Arrangement Resolution shall be the affirmative vote of at least:

- (a) 66 $\frac{2}{3}$ % of the votes cast by the Josemaria Shareholders present in person (virtually) or represented by proxy at the Meeting; and
- (b) 66 $\frac{2}{3}$ % of the votes cast by the Josemaria Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting.

15. Other than as provided for in this Interim Order, the terms, restrictions and conditions set out in the articles of Josemaria will apply with respect to the Meeting.

PERMITTED ATTENDEES

16. The only persons entitled to attend the Meeting shall be (i) the registered Josemaria Securityholders or their respective proxyholders as of the Record Date, (ii) Josemaria's directors, officers, auditors, advisors, (iii) representatives of Lundin Mining, including any of its directors, officers, and advisors, and (iv) any other person admitted on the invitation of the Chair or with the consent of the Meeting, and the only persons entitled to be represented and to vote at the Meeting shall be the registered Josemaria Securityholders or their respective proxyholders as at the close of business on the Record Date.

SCRUTINEERS

17. A representative of Josemaria's registrar and transfer agent (or any agent thereof) is authorized to act as scrutineer for the Meeting.

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SOLICITATION OF PROXIES

18. Josemaria is authorized to use the form of proxy and letter of transmittal in connection with the Meeting in substantially the same form as attached as Exhibit "B" to the Gibbs Affidavit and Josemaria may in its discretion waive generally the time limits for deposit of proxies by Josemaria Securityholders if the Chair deems it reasonable to do so. Josemaria is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.

19. The procedure for the use of proxies at the Meeting will be as set out in the Meeting Materials. Josemaria may in its discretion waive the time limits for the deposit of proxies by the Josemaria Securityholders if Josemaria deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting.

DISSENT RIGHTS

20. Each registered Josemaria Shareholder shall have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of section 190 of the CBCA, as modified by the terms of this Order and the Arrangement.

21. Registered Josemaria Shareholders will be the only Josemaria Shareholders entitled to exercise rights of dissent. A beneficial holder of Josemaria Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the registered Josemaria Shareholder to dissent on behalf of the beneficial holder of Josemaria Shares or, alternatively, make arrangements to become a registered Josemaria Shareholder.

22. In order for a registered Josemaria Shareholder to exercise such right of dissent (the "**Dissent Right**"):

- (a) a dissenting Josemaria Shareholder must deliver a written notice of dissent which must be received by Josemaria c/o Blake, Cassels & Graydon Suite 2600 – 595 Burrard Street, Vancouver, BC, V7X 1L3, Attention: Trisha Robertson, by 10:00 a.m. (Vancouver time) on April 19, 2022, or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date

of the Meeting; a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

- (b) a dissenting Josemaria Shareholder must not have voted his, her or its Josemaria Shares at the Meeting, either by proxy or in person, in favor of the Arrangement Resolution;
- (c) a dissenting Josemaria Shareholder must dissent with respect to all of the Josemaria Shares held by such person; and
- (d) the exercise of such Dissent Right must otherwise comply with the requirements of section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order.

23. Subject to further order of this Court, the rights available to the Josemaria Shareholders under the CBCA and the Arrangement to dissent from the Arrangement shall constitute full and sufficient rights of dissent for the Josemaria Shareholders with respect to the Arrangement.

24. Notice to the Josemaria Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the CBCA and the Arrangement, the fair value of their Josemaria Shares shall be given by including information with respect to this right in the Circular to be sent to Josemaria Shareholders in accordance with this Order.

25. Josemaria shall make all fair value payments to dissenting Josemaria Shareholders for their Josemaria Shares pursuant to Section 190 of the CBCA.

APPLICATION FOR FINAL ORDER

26. Upon the approval, with or without variation, by the Josemaria Securityholders of the Arrangement, in the manner set forth in this Interim Order, Josemaria may apply to this Court for, *inter alia*, an Order:

- (a) pursuant to CBCA Section 192(4)(e) approving the Arrangement; and

- (b) pursuant to CBCA Section 192(4)(e) declaring that the terms and conditions of the Arrangement are procedurally and substantively fair to the Josemaria Securityholders and reasonable.

(collectively, the "**Final Order**")

and that the hearing of the Final Order will be held on April 26, 2022, at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

27. The form of Notice of Hearing of Petition attached to the Gibbs Affidavit as Exhibit "C" is hereby approved as the form of Notice of Proceedings for such approval. Any Josemaria Securityholder or creditor of Josemaria has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order.

28. Any Josemaria Securityholder seeking to appear at the hearing of the application for the Final Order must file and deliver a Response to Petition (a "**Response**") in the form prescribed by the *Supreme Court Civil Rules*, and a copy of all affidavits or other materials upon which they intend to rely, to the Petitioner's solicitors at:

Blake, Cassels & Graydon LLP
Barristers & Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3

Attention: Alexandra Luchenko

by or before 4:00 p.m. (Vancouver time) on April 22, 2022.

29. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraph 9 of this Interim Order shall constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

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30. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need be provided with notice of the adjourned hearing date and any filed materials.

VARIANCE

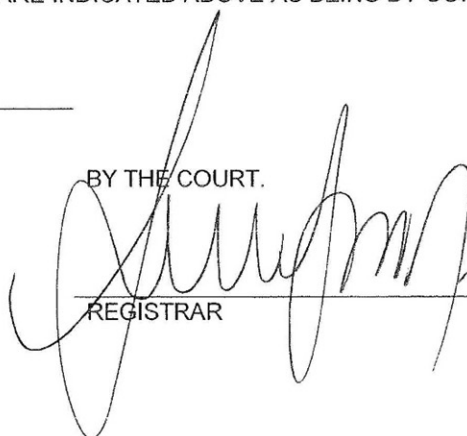
31. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.

32. Rules 8-1 (apart from the requirement for an Application Record) and 16-1(8)-(12) of the *Supreme Court Civil Rules* are dispensed for the purposes of any further application to be made pursuant to this Petition.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for Petitioner
Alexandra Luchenko

BY THE COURT.


REGISTRAR

FORM
CHECKED
NR

APPENDIX D
PETITION AND NOTICE OF HEARING OF PETITION

See attached.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAR 08 2022



No. **S-22 189 4**
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. 44, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
JOSEMARIA RESOURCES INC.
AND LUNDIN MINING CORPORATION

JOSEMARIA RESOURCES INC.

PETITIONER

PETITION TO THE COURT

This proceeding is brought for the relief set out in Part 1 below, by

Josemaria Resources Inc. (the "**Petitioner**" or "**Josemaria**")

If you intend to respond to this petition, you or your lawyer must

- (a) file a response to civil claim in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the Petitioner
 - (i) 2 copies of the filed response to petition, and
 - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.

Time for response to petition

A response to petition must be filed and served on the Petitioner,

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or

- (d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is: 800 Smithe Street Vancouver, BC
(2)	The ADDRESS FOR SERVICE of the Petitioner is: Blake, Cassels & Graydon LLP Barristers & Solicitors Suite 2600, Three Bentall Centre 595 Burrard Street, PO Box 49314 Vancouver, BC V7X 1L3 Attention: Alexandra Luchenko
	Fax number address for service (if any) of the Petitioner: N/A
	E-mail address for service (if any) of the Petitioner: Vancouver.service@blakes.com and alexandra.luchenko@blakes.com
(3)	The name and office address of the Petitioner's lawyer is: Blake, Cassels & Graydon LLP Barristers & Solicitors Suite 2600, Three Bentall Centre 595 Burrard Street, PO Box 49314 Vancouver, BC V7X 1L3 Attention: Alexandra Luchenko

CLAIM OF THE PETITIONER

Part 1: ORDERS SOUGHT

The Petitioner applies for:

1. An interim order in the form attached as **Appendix "A"** to this Petition (the **"Interim Order"**).
2. An order (the **"Final Order"**) pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the **"CBCA"**):
 - (a) approving an arrangement (the **"Arrangement"**) more particularly described in the plan of arrangement (the **"Plan of Arrangement"**) involving Josemaria and Lundin Mining Corporation (**"Lundin Mining"**), attached as Appendix "B" to the draft Notice and Management Information Circular for the Special Meeting of Securityholders of Josemaria Resources Inc. to be held on April 21, 2022, online

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at MEETNOW.GLOBAL/MG2RP2J (the “**Circular**”), attached as Exhibit “A” to the Affidavit #1 of Ian Gibbs sworn on March 8, 2022, and filed herein (the “**Gibbs Affidavit**”); and

- (b) declaring that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to those who will receive securities or cash consideration in the exchanges provided for in the Plan of Arrangement; and

3. Such further and other relief as counsel for the Petitioner may advise and the Court may deem just.

Part 2: FACTUAL BASIS

DEFINITIONS

1. As used in this Petition, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Circular.

THE PETITIONER

2. Josemaria’s address for service for the purpose of this proceeding is Suite 2600 – 595 Burrard Street, Vancouver, British Columbia, Canada, V7X 1L3.

3. Josemaria is a Canadian based junior resource company focused on advancing the development of its wholly-owned copper-gold-silver project located in San Juan Province, Argentina.

4. The common shares of Josemaria (the “**Josemaria Shares**”, the holders of which are the “**Josemaria Shareholders**”) are listed and traded on the Toronto Stock Exchange (“**TSX**”) in Canada and the Nasdaq Stockholm in Sweden under the symbol “JOSE”.

THE ACQUIROR

5. Lundin Mining is a diversified Canadian base metals mining company with operations in Brazil, Chile, Portugal, Sweden and the United States, primarily producing copper, zinc, gold and nickel. Lundin Mining’s material mineral properties consist of the:

- (a) Candelaria Mine, the open pit and underground copper-gold mines and related infrastructure located in the Atacama Province, Region III of Chile;

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- (b) Chapada Mine, the copper-gold mine located in northern Goiás State, Brazil;
- (c) Eagle Mine, the nickel and copper mine located in the Upper Peninsula of Michigan, USA; and
- (d) Neves-Corvo Mine, the copper and zinc mine located in the Alentejo district of southern Portugal.

6. Lundin Mining also owns 100% of the Zinkgruvan zinc and lead mine located approximately 250 km south-west of Stockholm in south-central Sweden. In addition to ongoing exploration in and around its existing mines, Lundin Mining holds exploration property in Peru and through its exploration and corporate development functions regularly considers additional mining, exploration or project opportunities through acquisition, earn-in and other partnership models.

OVERVIEW OF THE ARRANGEMENT

7. Josemaria proposes, in accordance with Section 192 of the CBCA, to call, hold and conduct a special meeting on April 21, 2022 (the “**Meeting**”) of the Josemaria Shareholders and the holders of options to purchase Josemaria Shares (the “**Josemaria Options**”, the holders of which are the “**Josemaria Optionholders**”, and collectively with the Josemaria Shareholders, the “**Josemaria Securityholders**”), where at, among other things, the Josemaria Securityholders will be asked to consider, and if deemed advisable, pass, with or without variation, a special resolution substantially in the form attached as Appendix “A” to the Circular (the “**Arrangement Resolution**”) adopting and approving, with or without variation, the Arrangement.

8. If the Arrangement is completed, Lundin Mining will acquire all of the issued and outstanding Josemaria Shares, and Josemaria will become a wholly-owned subsidiary of Lundin Mining.

9. In particular, pursuant to the Plan of Arrangement, at the Effective Time, each of the following shall occur and be deemed to occur in the sequence set out below, each at a one-minute interval, without any further act or formality (with capitalized terms not defined herein having the definitions ascribed to them in the Plan of Arrangement):

- (a) each Josemaria Share held by a Dissenting Josemaria Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality

on its part, free and clear of all liens, claims and encumbrances, to Lundin Mining and Lundin Mining shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 of the Plan of Arrangement and the name of such holder shall be removed from the central securities register of Josemaria as a Josemaria Shareholder and Lundin Mining shall be recorded as the registered holder of, and shall be deemed to be the legal owner of such Josemaria Shares;

- (b) any Josemaria Shareholder immediately prior to the Effective time (a “**Former Josemaria Shareholder**”) who has not duly and validly completed a Letter of Transmittal by the Election Deadline shall be deemed to have elected to receive Share Consideration (as defined below) for his or her Josemaria Shares;
- (c) each issued Josemaria Share held by a Former Josemaria Shareholder (other than Lundin Mining, any subsidiary of Lundin Mining or a Dissenting Josemaria Shareholder) shall be transferred to Lundin Mining (free and clear of any liens, charges and encumbrances of whatsoever nature) and each such Former Josemaria Shareholder shall be entitled to receive, in exchange therefor and subject to the provisions of Section 3.01 and Section 5.04 of the Plan of Arrangement consideration comprised of, in accordance with the election or deemed election as provided by Section 3.01(b) of the Plan of Arrangement of such Former Josemaria Shareholder:
 - (i) \$1.60 in cash for each Josemaria Share held (the “**Cash Consideration**”); or
 - (ii) 0.1487 of a common share in the capital of Lundin Mining (each whole common share, a “**Lundin Mining Share**”) for each Josemaria Share held (the “**Share Consideration**”) plus for each whole Lundin Mining Share issued to such Former Josemaria Shareholder, \$0.11 in cash will also be paid to such Former Josemaria Shareholder (the “**Share Consideration Cash Payment**”); or
 - (iii) any combination thereof.

- (d) for greater certainty, with respect to any election pursuant to the foregoing, a Former Josemaria Shareholder may elect to receive a combination of the Cash Consideration and the Share Consideration in exchange for the aggregate number of Josemaria Shares in respect of which such election is made. The maximum aggregate amount of Cash Consideration to be paid to Former Josemaria Shareholders is \$183,000,000 (the “**Maximum Cash**”). The maximum aggregate number of Lundin Mining Shares that may be elected by Former Josemaria Shareholders is 39,700,000 (the “**Maximum Shares**”), the Maximum Cash and Maximum Shares shall be adjusted by \$0.48 in cash and 0.1041 Lundin Mining Shares for each Josemaria Share issued following the date of the Arrangement Agreement and prior to the Effective Time. In the event that: (x) the aggregate amount of the Cash Consideration that would, but for Section 3.01(d) of the Plan of Arrangement, be paid to Former Josemaria Shareholders exceeds the Maximum Cash, then the Cash Consideration to be paid to any Former Josemaria Shareholder who has elected or is deemed to have elected to receive Cash Consideration shall be determined by multiplying the total amount of Cash Consideration otherwise payable to such holder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Cash and the denominator of which is the aggregate amount of Cash Consideration otherwise payable to all Former Josemaria Shareholders who have so elected (or are deemed to have elected), and such Former Josemaria Shareholder shall be deemed to have elected a combination of Cash Consideration and Share Consideration such that the Cash Consideration will be reduced to reflect the Maximum Cash limit and the Share Consideration will be increased such that the Josemaria Shareholder will receive Share Consideration for the remainder of their Josemaria Shares, for which they would otherwise have received Cash Consideration; or (y) the aggregate number of Lundin Mining Shares that would, but for this clause, be issuable to Former Josemaria Shareholders exceeds the Maximum Shares then the number of Lundin Mining Shares issuable to any Former Josemaria Shareholder who has elected, or is deemed to have elected to receive Share Consideration shall, subject to rounding in accordance with Section 3.05 of the Plan of Arrangement, be determined by multiplying the total number of Lundin Mining Shares otherwise issuable to such Former Josemaria Shareholder by a fraction, rounded to six decimal places, the numerator of which is the Maximum Shares and the

denominator of which is the aggregate number of Lundin Mining Shares otherwise issuable to all Former Josemaria Shareholder who have so elected (or are deemed to have so elected), and such Former Josemaria Shareholder shall be deemed to have elected to receive Cash Consideration for the remainder of their Josemaria Shares for which such Former Josemaria Shareholder would, but for this clause, have received Lundin Mining Shares. For greater certainty, the Share Consideration Cash Payment is not included in the determination of the Maximum Cash Consideration in Section 3.01(d) for the purpose of the Plan of Arrangement;

- (e) each Josemaria Option outstanding immediately prior to the Effective Time will vest and be exchanged for a fully-vested option (a "**Lundin Mining Replacement Option**") to acquire from Lundin Mining such number of Lundin Mining Shares as is equal to: (A) the number of Josemaria Shares that were issuable upon exercise of such Josemaria Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, rounded down to the nearest whole number of Lundin Mining Shares, at an exercise price per Lundin Mining Share equal to the quotient determined by dividing: (X) the exercise price per Josemaria Share at which such Josemaria Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio, rounded up to the nearest whole cent. Except as set out above, the terms of each Josemaria Option shall be the same as the terms of the Lundin Mining Replacement Option exchanged therefor pursuant to any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Josemaria Option would otherwise exceed the Josemaria Option In-The-Money Amount in respect of the Lundin Mining Replacement Option, the number of Lundin Mining Shares which may be acquired on exercise of the Lundin Mining Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The-Money Amount in respect of the Lundin Mining Replacement Option does not exceed the Josemaria Option In-The-Money Amount in respect of the Josemaria Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

BACKGROUND TO ARRANGEMENT

10. The terms of the Arrangement and the provisions of the Arrangement Agreement are the result of arm's length negotiations conducted between representatives of Josemaria and Lundin Mining. The material meetings, negotiations, discussions and actions among the parties that preceded the execution and public announcement of the Arrangement Agreement are summarized in the Circular in the section entitled "Background to the Arrangement".

FAIRNESS OF THE ARRANGEMENT

11. The Special Committee and the Board retained BMO Nesbitt Burns Inc. ("**BMO**") to deliver an opinion to the Board as to whether the Consideration to be received by the Josemaria Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Josemaria Shareholders. BMO has delivered a written fairness opinion to the Special Committee and the Board, dated as of December 19, 2021, to the effect that, as of the date of the opinion and subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by Josemaria Shareholders pursuant to the Arrangement is fair from a financial point of view, to the Josemaria Shareholders (the "**BMO Fairness Opinion**"). A copy of the BMO Fairness Opinion is included in the Circular as Appendix "E".

12. The Special Committee, after consultation with its professional advisors and after considering the BMO Fairness Opinion, resolved that the Arrangement is in the best interests of Josemaria and to recommend to Josemaria Securityholders that they vote in favour of the Arrangement Resolution.

13. In evaluating the Arrangement and in making its recommendations, the Board and the Special Committee gave careful consideration to the current and expected future position of the business of Josemaria and all terms of the draft Arrangement Agreement, including the conditions precedent, representations and warranties and deal protections. The Board and the Special Committee considered a number of factors including, among others, the following:

- (a) **Premium.** The Consideration to be received by the Josemaria Shareholders pursuant to the Arrangement represents a premium of 31% on a spot basis and 29% using the trailing 10-day volume weighted average trading price on the TSX of each company as of market close on December 17, 2021;

(b) **Strengths and Strategic Fit.** As 70% of the total Consideration is being offered in the form of shares of Lundin Mining, the Josemaria Shareholders are being offered the opportunity to benefit from:

- (i) the consolidation of significant and strategic mining assets globally;
- (ii) both jurisdictional and project risk diversification in a company that has multiple mines operating globally;
- (iii) enhanced share trading liquidity; and
- (iv) access to substantial corporate expertise in several functional areas including finance, IT, human resources and investor relations.

The Josemaria Shareholders will also be able to continue to participate in the potential upside from any operational success related to the properties of Josemaria, as well as the properties of Lundin Mining. It is expected that the Josemaria Shareholders will hold or be issued a maximum of approximately 39.7 million Lundin Mining Shares, as may be adjusted in accordance with the Plan of Arrangement, on an outstanding undiluted basis representing approximately 5% of the total shares outstanding;

(c) **Process.** Josemaria has communicated with several other parties regarding potential transactions. These parties included strategic parties as well as financial investors, and reviewed a wide array of potential transactions including strategic investments, streaming transactions, joint ventures, and an outright purchase. The Arrangement has emerged as the most attractive path forward;

(d) **Business and Industry Risks.** The business, operations, assets, financial condition, operating results and prospects of Josemaria are subject to significant uncertainty, including risks associated with obtaining required financing on acceptable terms or at all. The Special Committee concluded that the Consideration under the Arrangement is more favourable to the Josemaria Shareholders than continuing with Josemaria's current business plan in light of these risks and uncertainties;

- (e) **BMO Fairness Opinion.** The BMO Fairness Opinion states that, subject to and based on the considerations, assumptions and limitations described therein, the Consideration is fair, from a financial point of view, to the Josemaria Shareholders. The Board and Special Committee considered the compensation arrangements with BMO when considering the BMO Fairness Opinion;
- (f) **Acceptance by Directors, Officers and Significant Shareholders.** Pursuant to the Voting and Support Agreements, the directors and officers of Josemaria and certain significant shareholders of Josemaria agreed to vote all of their Josemaria Shares and Josemaria Options in favour of the Arrangement at the Meeting;
- (g) **Ability to Respond to Unsolicited Superior Proposals.** Subject to the terms of the Arrangement Agreement, the Board will remain able to respond to any unsolicited bona fide written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal (as such term is defined in the Arrangement Agreement). The amount of the Termination Fee payable in certain circumstances, being \$20,000,000, would not, in the view of the Special Committee preclude a third party from potentially making a Superior Proposal;
- (h) **Negotiated Transaction.** The Arrangement Agreement is the result of a comprehensive negotiation process with respect to the key elements of the Arrangement Agreement and Plan of Arrangement, which includes terms and conditions that are reasonable in the judgment of the Special Committee;
- (i) **Fairness of the Conditions.** The Arrangement Agreement provides for certain conditions to completion of the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied in the judgment of the Special Committee;
- (j) **Securityholder Approval.** The Arrangement must be approved by (i) not less than two-thirds of the votes cast by the Josemaria Shareholders present in person or represented by proxy at the Meeting, and (ii) not less than two-thirds of the votes cast by the Josemaria Securityholders present in person or represented by proxy at the Meeting, voting together as a single class;

- (k) **Regulatory Approval.** The Plan of Arrangement must be approved by the Court which will consider, among other things, the fairness and reasonableness of the Plan of Arrangement to the Josemaria Shareholders; and
- (l) **Dissent Rights.** The terms of the Plan of Arrangement provide that registered Josemaria Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if ultimately successful, receive fair value for their Josemaria Shares (as described in the Plan of Arrangement). See “The Arrangement — Dissenting Shareholders’ Rights” in the Circular for detailed information regarding the dissent rights of Shareholders in connection with the Arrangement.

14. The completion of the Arrangement is subject to various conditions, including approval by the Josemaria Securityholders in accordance with the terms of the Interim Order and approval by the Court.

THE MEETING AND APPROVALS

15. The record date for determining the Josemaria Securityholders entitled to receive notice of, attend and vote at the Meeting will be fixed as March 10, 2022.

16. In connection with the Meeting, Josemaria intends to send to each Josemaria Securityholder a copy of the following material and documentation substantially in the form as attached as Exhibits “A”, “B”, and “C” to the Gibbs Affidavit:

- (a) the Circular which includes, among other things:
 - (i) an explanation of the effect of the Arrangement;
 - (ii) a summary of the reasons for the Special Committee recommendation;
 - (iii) the text of the Arrangement Resolution;
 - (iv) a copy of the BMO Fairness Opinion;
 - (v) the Plan of Arrangement;
 - (vi) a copy of the Interim Order;

(vii) a copy of the Notice of Hearing of Petition; and

(b) the applicable form of proxy, and letter of transmittal and election form.

17. The Circular, which includes the Notice of Hearing of Petition, will be sent to the Josemaria Securityholders receiving notice no later than twenty-one days before the Meeting.

18. All such documents may contain such amendments thereto as the Petitioner may advise are necessary or desirable, provided such amendments are not inconsistent with the terms of the Interim Order.

QUORUM AND VOTING

19. It is proposed that the requisite vote at the Meeting to pass the Arrangement Resolution be at least:

(a) 66 $\frac{2}{3}$ % of the votes cast by the Josemaria Shareholders present in person (virtually) or represented by proxy at the Meeting, on the basis of one vote for each Josemaria Share held; and

(b) 66 $\frac{2}{3}$ % of the votes cast by the Josemaria Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting, on the basis of one vote for each Josemaria Share held and one vote for each Josemaria Share into which each Josemaria Option may be converted.

20. As set forth in the articles of Josemaria, the quorum required at the Meeting shall be two Josemaria Shareholders present in person or represented by proxy.

DISSENT RIGHTS

21. Each registered Josemaria Shareholder shall have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Section 190 of the CBCA, as modified by the terms of the Interim Order and the Arrangement.

22. In order for a registered Josemaria Shareholder to exercise such right of dissent (the "**Dissent Right**"):

(a) a dissenting Josemaria Shareholder must deliver a written notice of dissent which must be received by Josemaria c/o Blake, Cassels & Graydon Suite 2600 – 595

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Burrard Street, Vancouver, BC, V7X 1L3, Attention: Trisha Robertson, by 10:00 a.m. (Vancouver time) on April 19, 2022, or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date of the Meeting; a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

- (b) a dissenting Josemaria Shareholder must not have voted his, her or its Josemaria Shares at the Meeting, either by proxy or in person, in favor of the Arrangement Resolution;
- (c) a dissenting Josemaria Shareholder must dissent with respect to all of the Josemaria Shares held by such person; and
- (d) the exercise of such Dissent Right must otherwise comply with the requirements of Section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order, and the Final Order.

23. Notice to the Josemaria Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to the Josemaria Shareholders in accordance with the Interim Order.

24. Subject to further order of this Court, the rights available to the Josemaria Shareholders under the CBCA and the Plan of Arrangement to dissent from the Arrangement will constitute full and sufficient Dissent Rights for the Josemaria Shareholders with respect to the Arrangement.

UNITED STATES SECURITIES LAWS

25. There are Josemaria Securityholders in the United States. The Lundin Mining Shares and Lundin Mining Replacement Options to be issued to the Josemaria Securityholders pursuant to the Arrangement have not been and will not be registered under the United States *Securities Act of 1933*, as amended, (the “**1933 Act**”). Josemaria hereby advises the Court that, based upon the Final Order, Lundin Mining intends to rely on the exemption from the registration requirements of the 1933 Act set forth in Section 3(a)(10) thereof, with respect to the issuance of Lundin Mining Shares and Lundin Mining Replacement Options pursuant to the Arrangement.

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26. In order to ensure that the Lundin Mining Shares and the Lundin Mining Replacement Options issued to Josemaria Securityholders in the United States pursuant to the Arrangement will be exempt from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof, it is necessary that:

- (a) the Court is advised of the intention of the parties to rely on Section 3(a)(10) of the 1933 Act based on the Court's approval of the Arrangement, prior to the hearing required to approve the Arrangement;
- (b) the Interim Order of the Court approving the Meeting to approve the Arrangement specifies that each Josemaria Securityholder will have the right to appear before the Court so long as the Josemaria Securityholder enters an appearance within a reasonable time;
- (c) all the Josemaria Securityholders are given adequate notice advising them of their rights to attend the hearing of the Court to approve of the Arrangement and are provided with sufficient information necessary for them to exercise that right;
- (d) the Court must approve the fairness of the terms and conditions of the Arrangement to the Josemaria Securityholders;
- (e) the Court has determined, prior to approving the Final Order, that the terms and conditions of the exchanges of securities comprising the Arrangement are procedurally and substantively fair to the Josemaria Securityholders; and
- (f) the order of the Court approving the Arrangement expressly states that the Arrangement is approved by the Court as being procedurally and substantively fair to the Josemaria Securityholders.

IMPRACTICABILITY

27. Having regard to the objectives of the Arrangement it would not be practicable to proceed other than by way of an arrangement. In particular, the exchange of Josemaria Shares and Josemaria Options is a fundamental change that cannot practicably be completed in any way other than by way of an arrangement. Further, proceeding by way of an arrangement under the CBCA will allow Josemaria to claim an exemption from the registration requirements of the 1933 Act, with respect to the Lundin Mining Shares and the Lundin Mining Replacement Options to be

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issued pursuant to the Arrangement. This exemption would not be available if the transaction did not proceed by way of arrangement.

28. Josemaria is not insolvent within the meaning of Section 192 of the CBCA. Specifically:

- (a) Josemaria is not unable to pay its liabilities as they become due; and
- (b) the realizable value of the assets of Josemaria is not less than the aggregate of its liabilities and stated capital of all classes.

Part 3: LEGAL BASIS

- 1. Section 192 of the CBCA;
- 2. Rules 4-4, 4-5, 8-1 and 16-1 of the *Supreme Court Civil Rules*; and
- 3. The equitable and inherent jurisdiction of the Court.

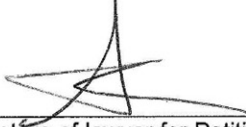
Part 4: MATERIALS TO BE RELIED ON

The Petitioner will rely on:

- 1. Affidavit #1 of Ian Gibbs made on March 8, 2022;
- 2. Affidavit #2 of Ian Gibbs to be sworn; and
- 3. Such further and other material as counsel may advise and this Honourable Court may allow.

The Petitioner estimates that the hearing of the Petition will take 20 minutes.

Date: March 8, 2022



Signature of lawyer for Petitioner,
Alexandra Luchenko

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of
this petition

☐ with the following variations and additional terms:

.....
.....
.....

Date: ...[dd/mm/yyyy].....

.....
Signature of ☐ Judge ☐ Master

**ENDORSEMENT ON ORIGINATING PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The Petitioner claim the right to serve this Petition outside British Columbia on the grounds enumerated in Sections 10(e) and 10(h) of the *Court Jurisdiction and Proceedings Transfer Act*, that the proceeding:

(e) concerns contractual obligations, and

(i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,

(ii) by its express terms, the contract is governed by the law of British Columbia, or

(iii) the contract

(A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and

(B) resulted from a solicitation of business in British Columbia by or on behalf of the seller, and

(h) concerns a business carried on in British Columbia.

SCHEDULE "A"

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. 44, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
JOSEMARIA RESOURCES INC.
AND LUNDIN MINING CORPORATION

JOSEMARIA RESOURCES INC.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE

) **10/Mar/2022**
)
)

ON THE APPLICATION of the Petitioner, Josemaria Resources Inc. ("**Josemaria**") for an Interim Order pursuant to its Petition filed on March 8, 2022.

[x] without notice coming on for hearing at Vancouver, British Columbia on March 10, 2022, and on hearing Alexandra Luchenko, counsel to the Petitioner, and upon reading the Petition herein, the Affidavit #1 of Ian Gibbs sworn on March 8, 2022, and filed herein (the "**Gibbs Affidavit**"), and the Affidavit #1 of Joanne Austen sworn on March 8, 2022, and filed herein; and upon being advised that it is the intention of Lundin Mining Corporation ("**Lundin Mining**") to rely upon Section 3(a)(10) of the United States Securities Act of 1933 (the "**1933 Act**") as a basis for an exemption from the registration requirements of the 1933 Act with respect to securities of Lundin Mining issued under the proposed Plan of Arrangement based on the Court's approval of the Arrangement;

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Notice and Management Information Circular for the Special Meeting of Securityholders of Josemaria Resources Inc. to be held on April 21, 2022 (the “**Circular**”) attached as Exhibit “A” to the Gibbs Affidavit.

SPECIAL MEETING

2. Pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended (the “**CBCA**”), Josemaria is authorized and directed to call, hold and conduct a special meeting (the “**Meeting**”) of the holders of common shares of Josemaria (the “**Josemaria Shares**”, the holders of which are the “**Josemaria Shareholders**”) and the holders of options to purchase Josemaria Shares (the “**Josemaria Options**”, the holders of which are the “**Josemaria Optionholders**”, and collectively with the Josemaria Shareholders, the “**Josemaria Securityholders**”) to be held at 10:00 a.m. (Vancouver time) on April 21, 2022, virtually at meetnow.global/MG2RP2J, to:

- (a) consider and, if thought advisable, pass a special resolution (the “**Arrangement Resolution**”) to approve an arrangement (the “**Arrangement**”) involving Josemaria and Lundin Mining, as more particularly described in the plan of arrangement (“**Plan of Arrangement**”) substantially in the form attached as Appendix “B” to the Circular; and
- (b) transact such other business as may properly come before the Meeting or any postponement or adjournment thereof.

3. The Meeting shall be called, held and conducted in accordance with the CBCA, the Circular and the articles of Josemaria, subject to the terms of this Interim Order, and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

ADJOURNMENT

4. Notwithstanding the provisions of the CBCA and the articles of Josemaria, and subject to the terms of the Arrangement Agreement, Josemaria, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Josemaria Securityholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by press release, news release, newspaper advertisement, or by notice sent to Josemaria Securityholders by one of the methods specified in paragraph 9 of this Interim Order.

5. The Record Date (as defined in paragraph 7 below) shall not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

6. Prior to the Meeting, Josemaria is authorized to make such amendments, revisions or supplements to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement without any additional notice to the Josemaria Securityholders, and the Arrangement and the Plan of Arrangement as so amended, revised and supplemented shall be the Arrangement and Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

RECORD DATE

7. The record date for determining the Josemaria Securityholders entitled to receive notice of, attend and vote at the Meeting shall be March 10, 2022 (the "**Record Date**"), or such other date as the Board of Directors of Josemaria may determine and as disclosed to Josemaria Securityholders in the manner they see fit.

NOTICE OF SPECIAL MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 192 of the CBCA, and Josemaria shall not be required to send to the Josemaria Securityholders any other or additional statement pursuant to Section 192 of the CBCA.

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9. The Circular, form of proxy, letter of transmittal and election form, and Notice of Hearing of Petition (collectively, the "**Meeting Materials**") in substantially the same form as contained in Exhibits "A", "B" and "C" to the Gibbs Affidavit, with such deletions, amendments or additions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such deletions, amendments or additions are not inconsistent with the terms of this Interim Order, shall be sent to:

- (a) the registered Josemaria Securityholders as they appear on the central securities register of Josemaria or the records of its registrar and transfer agent as at the close of business on the Record Date, but not to the Josemaria Securityholders who Josemaria, on two consecutive occasions, has sent a record but had such record returned because the Josemaria Securityholder could not be located, such Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting (excluding the date of mailing, delivery or transmittal and the date of the Meeting) by one or more of the following methods:
 - (i) by prepaid ordinary or air mail addressed to the Josemaria Securityholders at their address as they appears in the applicable securities registers of Josemaria or its registrar and transfer agent as at the Record Date;
 - (ii) by delivery in person or by courier to the addressee specified in paragraph 9 (a)(i) above; or
 - (iii) by email or facsimile transmission to any Josemaria Securityholders who identifies himself, herself or itself to the satisfaction of Josemaria, acting through its representatives, who requests such email or facsimile transmission and then in accordance with such request;
- (b) the directors and auditors of Josemaria by sending the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal and the date of the Meeting; and
- (c) in the case of non-registered Josemaria Securityholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to both non-objecting beneficial owners and objecting beneficial owners in

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accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting and Josemaria's application for the Final Order.

10. Accidental failure of or omission by Josemaria to give notice to any one or more of the Josemaria Securityholders or any other persons entitled thereto, or the non-receipt of such notice by one or more of the Josemaria Securityholders or any other persons entitled thereto, or any failure or omission to give such notice as a result of events beyond the reasonable control of Josemaria (including, without limitation, any inability to use postal services), will not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and will not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Josemaria, then it will use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

DEEMED RECEIPT OF NOTICE

11. The Meeting Materials shall be deemed, for the purposes of this Interim Order, to have been received:

- (a) in the case of mailing, the day, Saturdays and holidays excepted, following the date of mailing;
- (b) in the case of delivery in person, the day following personal delivery or, in the case of delivery by courier, the day following delivery to the person's address in paragraph 9 above; and
- (c) in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

UPDATING MEETING MATERIALS

12. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials may be communicated to the Josemaria Securityholders by

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press release, news release, newspaper advertisement or by notice sent to the Josemaria Securityholders by any of the means set forth in paragraph 9 herein, as determined to be the most appropriate method of communication by the Board of Directors of Josemaria.

QUORUM AND VOTING

13. As set forth in the articles of Josemaria, the quorum required at the Meeting shall be two Josemaria Shareholders present in person or represented by proxy.

14. The votes taken at the Meeting shall be taken on the basis of one vote per Josemaria Share held and one vote for each Josemaria Share into which each Josemaria Option may be converted, and the vote required to pass the Arrangement Resolution shall be the affirmative vote of at least:

- (a) 66% of the votes cast by the Josemaria Shareholders present in person (virtually) or represented by proxy at the Meeting; and
- (b) 66% of the votes cast by the Josemaria Securityholders, voting together as a single class, present in person (virtually) or represented by proxy at the Meeting.

15. Other than as provided for in this Interim Order, the terms, restrictions and conditions set out in the articles of Josemaria will apply with respect to the Meeting.

PERMITTED ATTENDEES

16. The only persons entitled to attend the Meeting shall be (i) the registered Josemaria Securityholders or their respective proxyholders as of the Record Date, (ii) Josemaria's directors, officers, auditors, advisors, (iii) representatives of Lundin Mining, including any of its directors, officers, and advisors, and (iv) any other person admitted on the invitation of the Chair or with the consent of the Meeting, and the only persons entitled to be represented and to vote at the Meeting shall be the registered Josemaria Securityholders or their respective proxyholders as at the close of business on the Record Date.

SCRUTINEERS

17. A representative of Josemaria's registrar and transfer agent (or any agent thereof) is authorized to act as scrutineer for the Meeting.

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SOLICITATION OF PROXIES

18. Josemaria is authorized to use the form of proxy and letter of transmittal in connection with the Meeting in substantially the same form as attached as Exhibit "B" to the Gibbs Affidavit and Josemaria may in its discretion waive generally the time limits for deposit of proxies by Josemaria Securityholders if the Chair deems it reasonable to do so. Josemaria is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.

19. The procedure for the use of proxies at the Meeting will be as set out in the Meeting Materials. Josemaria may in its discretion waive the time limits for the deposit of proxies by the Josemaria Securityholders if Josemaria deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting.

DISSENT RIGHTS

20. Each registered Josemaria Shareholder shall have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of section 190 of the CBCA, as modified by the terms of this Order and the Arrangement.

21. Registered Josemaria Shareholders will be the only Josemaria Shareholders entitled to exercise rights of dissent. A beneficial holder of Josemaria Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the registered Josemaria Shareholder to dissent on behalf of the beneficial holder of Josemaria Shares or, alternatively, make arrangements to become a registered Josemaria Shareholder.

22. In order for a registered Josemaria Shareholder to exercise such right of dissent (the "**Dissent Right**"):

- (a) a dissenting Josemaria Shareholder must deliver a written notice of dissent which must be received by Josemaria c/o Blake, Cassels & Graydon Suite 2600 – 595 Burrard Street, Vancouver, BC, V7X 1L3, Attention: Trisha Robertson, by 10:00 a.m. (Vancouver time) on April 19, 2022, or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date

of the Meeting; a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

- (b) a dissenting Josemaria Shareholder must not have voted his, her or its Josemaria Shares at the Meeting, either by proxy or in person, in favor of the Arrangement Resolution;
- (c) a dissenting Josemaria Shareholder must dissent with respect to all of the Josemaria Shares held by such person; and
- (d) the exercise of such Dissent Right must otherwise comply with the requirements of section 190 of the CBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order.

23. Subject to further order of this Court, the rights available to the Josemaria Shareholders under the CBCA and the Arrangement to dissent from the Arrangement shall constitute full and sufficient rights of dissent for the Josemaria Shareholders with respect to the Arrangement.

24. Notice to the Josemaria Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the CBCA and the Arrangement, the fair value of their Josemaria Shares shall be given by including information with respect to this right in the Circular to be sent to Josemaria Shareholders in accordance with this Order.

25. Josemaria shall make all fair value payments to dissenting Josemaria Shareholders for their Josemaria Shares pursuant to Section 190 of the CBCA.

APPLICATION FOR FINAL ORDER

26. Upon the approval, with or without variation, by the Josemaria Securityholders of the Arrangement, in the manner set forth in this Interim Order, Josemaria may apply to this Court for, *inter alia*, an Order:

- (a) pursuant to CBCA Section 192(4)(e) approving the Arrangement; and

- (b) pursuant to CBCA Section 192(4)(e) declaring that the terms and conditions of the Arrangement are procedurally and substantively fair to the Josemaria Securityholders and reasonable.

(collectively, the “**Final Order**”)

and that the hearing of the Final Order will be held on April 26, 2022, at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

27. The form of Notice of Hearing of Petition attached to the Gibbs Affidavit as Exhibit “C” is hereby approved as the form of Notice of Proceedings for such approval. Any Josemaria Securityholder or creditor of Josemaria has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order.

28. Any Josemaria Securityholder seeking to appear at the hearing of the application for the Final Order must file and deliver a Response to Petition (a “**Response**”) in the form prescribed by the *Supreme Court Civil Rules*, and a copy of all affidavits or other materials upon which they intend to rely, to the Petitioner’s solicitors at:

Blake, Cassels & Graydon LLP
Barristers & Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3

Attention: Alexandra Luchenko

by or before 4:00 p.m. (Vancouver time) on April 22, 2022.

29. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraph 9 of this Interim Order shall constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

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30. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need be provided with notice of the adjourned hearing date and any filed materials.

VARIANCE

31. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.

32. Rules 8-1 (apart from the requirement for an Application Record) and 16-1(8)-(12) of the *Supreme Court Civil Rules* are dispensed for the purposes of any further application to be made pursuant to this Petition.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for Petitioner
Alexandra Luchenko

BY THE COURT.

REGISTRAR

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, C. 44, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
JOSEMARIA RESOURCES INC.
AND LUNDIN MINING CORPORATION

JOSEMARIA RESOURCES INC.

PETITIONER

ORDER MADE AFTER APPLICATION

Alexandra Luchenko
Blake, Cassels & Graydon LLP
Suite 2600, Three Bentall Centre
595 Burrard Street, PO Box 49314
Vancouver, BC, V7X 1L3
(604) 631-3300

Agent: Dye & Durham

APPENDIX E
FAIRNESS OPINION

See attached.

December 19, 2021

The Special Committee of the Board of Directors and the Board of Directors

Josemaria Resources Inc.
Suite 2000 - 885 West Georgia Street
Vancouver, BC V6C 3E8

To Special Committee of the Board of Directors and the Board of Directors:

BMO Nesbitt Burns Inc. (“BMO Capital Markets” or “we”, “our” or “us”) understands that Josemaria Resources Inc. (the “Company”) and Lundin Mining Corporation (the “Acquiror”) propose to enter into an arrangement agreement to be dated December 19, 2021 (the “Arrangement Agreement”) pursuant to which, among other things, the Acquiror will acquire all of the outstanding common shares of the Company (“Shares”) and pursuant to which each holder of Shares (each a “Shareholder” and collectively the “Company Shareholders”) will be entitled to elect to receive, in exchange for each Share held, (i) C\$1.60 in cash or (ii) 0.1487 of a common share of the Acquiror (each whole common share, an “Acquiror Share”) or (iii) a combination thereof, in each case subject to pro ration (as provided for in the Arrangement Agreement) based on the maximum amount of cash consideration payable and the maximum number of Acquiror Shares issuable (the “Consideration”). We understand further that the maximum amount of cash consideration payable will be C\$183 million and the maximum number of Acquiror Shares issuable will be 39.7 million, subject to adjustment for additional Shares issued following the date of the Arrangement Agreement. We are expressing no opinion as to the pro ration procedures and limitations provided for in the Arrangement Agreement. We also understand that the acquisition contemplated by the Arrangement Agreement is proposed to be effected by way of an arrangement under the *Canada Business Corporations Act* (the “Arrangement”). The terms and conditions of the Arrangement will be summarized in the Company’s management proxy circular (the “Circular”) to be mailed to securityholders of the Company in connection with a special meeting of the securityholders to be held to consider and, if deemed advisable, approve the Arrangement.

We have been retained to act as financial advisor to the Special Committee (the “Special Committee”) of the Board of Directors of the Company (the “Board of Directors”) and have been asked to prepare and deliver to the Special Committee and the Board of Directors a written opinion (the “Opinion”) as to whether the Consideration to be received by the Company Shareholders pursuant to the Arrangement is fair, from a financial point of view, to such Company Shareholders. BMO Capital Markets understands that the Opinion will be for the use of the Special Committee and the Board of Directors and will be one factor, among others, that they will consider in their evaluation of the Arrangement.

This fairness opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of the Investment Industry Regulatory Organization of Canada (“IIROC”) but IIROC has not been involved in the preparation or review of the Opinion.

Engagement of BMO Capital Markets

The Company initially met with BMO Capital Markets regarding a potential advisory assignment on November 8, 2021. BMO Capital Markets was formally engaged by the Company pursuant to an agreement dated November 18, 2021 (the “Engagement Agreement”). Under the terms of the Engagement Agreement, BMO Capital Markets has agreed to provide the Company and the Special Committee with various advisory services in connection with the Arrangement including, among other things, the provision of the Opinion.

BMO Capital Markets will receive a fixed fee for rendering the Opinion. We will also receive certain fees for our advisory services under the Engagement Agreement, a substantial portion of which is contingent upon the successful completion of the Arrangement. The Company has also agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us against certain liabilities that might arise out of our engagement.

Credentials of BMO Capital Markets

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions.

The Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of our officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

Independence of BMO Capital Markets

Neither BMO Capital Markets, nor any of our affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) or the rules made thereunder) of the Company, the Acquiror, or any of their respective associates or affiliates (collectively, the "Interested Parties").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than: (i) acting as financial advisor to the Company and the Special Committee pursuant to the Engagement Agreement; (ii) acting as a sole bookrunner with respect to two separate bought deal equity financings for the Company (announced March 25, 2021 and July 28, 2020); (iii) Bank of Montreal ("BMO"), of which BMO Capital Markets is a wholly owned subsidiary, participating as a party to a US\$800 million senior secured revolving credit facility with the Acquiror; (iv) providing certain foreign exchange and commodity trading services to the Acquiror and (v) providing certain deposit and cash management services to the Acquiror.

Other than as set forth above there are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time.

BMO Capital Markets and certain of our affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, BMO, or one or more affiliates of BMO, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

Overview of the Company and the Acquiror

The Company is a natural resources company focused on developing its advanced stage, 100% owned Josemaria Copper-Gold Project in the San Juan Province of Argentina (the "Project"). The Company filed a technical report (the "Feasibility Study"), prepared under National Instrument 43-101 – *Standards for Disclosure for Mineral Projects*, regarding the Project dated effective September 28, 2020 and filed on November 5, 2020, which demonstrates a simple and conventional open pit copper-gold project with robust economics and a rapid payback period. The Company is a reporting issuer in all Provinces and its corporate head office is in Vancouver, BC. The Company's shares are listed on the TSX and on Nasdaq Stockholm under the symbol "JOSE", and trade on the OTCQB under the symbol "JOSMF".

The Acquiror is a diversified Canadian base metals mining company with operations in Brazil, Chile, Portugal, Sweden and the United States of America, primarily producing copper, zinc, gold and nickel.

Scope of Review

In connection with rendering the Opinion, we have reviewed and relied upon, or carried out, among other things, the following:

1. a draft of the Arrangement Agreement dated December 19, 2021;
2. draft voting and support agreements dated December 19, 2021, between the Acquiror and the directors and senior officers of the Company, as well as between the Acquiror and certain shareholders of the Company (the “Support Agreements”);
3. certain publicly available information relating to the business, operations, financial condition and trading history of the Company and the Acquiror and other selected public companies we considered relevant;
4. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the Company relating to the business, operations and financial condition of the Company;
5. internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the Company;
6. the Feasibility Study;
7. discussions with management of the Company relating to the Company’s current business, plan, financial condition and prospects;
8. public information with respect to selected precedent transactions we considered relevant;
9. historical commodity prices and the impact of various commodity pricing assumptions on the business, prospects and financial forecasts of the Company;
10. various reports published by equity research analysts and industry sources we considered relevant;
11. a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the Opinion is based, addressed to us and dated as of the date hereof, provided by senior officers of the Company; and
12. such other information, investigations, analyses and discussions as we considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the Company to any information under the Company’s control requested by BMO Capital Markets.

Assumptions and Limitations

We have relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material obtained by us from public sources or provided to us by or on behalf of the Company or otherwise obtained by us in connection with our engagement (the “Information”). The Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to, and have not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such Information. We have assumed that forecasts, projections, estimates and budgets provided to us and used in our analyses were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the Company, having regard to the Company’s business, plans, financial condition and prospects.

Senior officers of the Company have represented to BMO Capital Markets in a letter of representation delivered as of the date hereof, among other things, that: (i) the Information provided to BMO Capital Markets orally by, or in the presence of, an officer or employee of, the Company, or in writing by the Company or any of its subsidiaries (as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions*) or any of its or their representatives in connection with our engagement was, at the date the Information was provided to BMO Capital Markets, and is, as of the date hereof, complete, true and correct in all material respects, and did not and does not contain a misrepresentation (as defined in the *Securities Act* (Ontario)); and (ii) since the dates on which the Information was provided to BMO Capital Markets, except as disclosed in writing to BMO Capital Markets, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise),

business, operations or prospects of the Company or any of its subsidiaries, and no change has occurred in the Information or any part thereof which would have or which could reasonably be expected to have a material effect on the Opinion.

In preparing the Opinion, we have assumed that (i) the executed Arrangement Agreement and Support Agreements will not differ in any material respect from the drafts that we reviewed, (ii) that the Arrangement will be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to our analyses, (iii) the representations and warranties in the Arrangement Agreement are true and correct as of the date hereof and (iv) any governmental, regulatory or other consents and approvals necessary for the consummation of the Arrangement will be obtained without any material adverse effect on the contemplated benefits expected to be derived from the Arrangement.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the condition and prospects, financial and otherwise, of the Company and the Acquiror as they are reflected in the Information and as they have been represented to BMO Capital Markets in discussions with management of the Company and its representatives. In our analyses and in preparing the Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond our control or that of any party involved in the Arrangement.

The Opinion is provided solely to the Special Committee and the Board of Directors for its exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without our prior written consent. The Opinion does not constitute a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement or a recommendation to the Special Committee or the Board of Directors to enter into the Arrangement Agreement. Except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of the securities or assets of the Company, the Acquiror or their respective affiliates, and the Opinion should not be construed as such. The Opinion is not, and should not be construed as, advice as to the price at which the securities of the Company or the Acquiror may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the Opinion does not address any such matters. We have relied upon, without independent verification, the assessment by the Company and its legal and tax advisors with respect to such matters. In addition, the Opinion does not address (a) the relative merits of the Arrangement as compared to any strategic alternatives that may be available to the Company, (b) the Company's underlying business decision to effect the Arrangement, nor (c) the fairness of the Consideration to any person who validly exercises the right of dissent of such person in respect of the Arrangement. We have not been asked to, nor do we offer any opinion as to the material terms (other than the Consideration) of the Arrangement. We were not requested to solicit, and did not solicit, interest from other parties with respect to an acquisition of, or other business combination transaction with, the Company or any other alternative transaction.

The preparation of the Opinion is a complex process and is not necessarily amenable to being partially analyzed or summarized. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. BMO Capital Markets believes that our analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by us, without considering all factors and analyses together, could create an incomplete or misleading view of the process underlying the Opinion. The Opinion should be read in its entirety.

The Opinion is rendered as of the date hereof and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to the attention of BMO Capital Markets after the date hereof. Without limiting the foregoing, if we learn that any of the information we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the Opinion.

Approach to Fairness and Analysis

In considering the fairness from a financial point of view of the Consideration to be received by the Company Shareholders pursuant to the Arrangement, BMO Capital Markets principally considered and relied upon, among other things, (a) a comparison of the Consideration to the results of a discounted cash flow analysis of the Company; (b) a comparison of the Consideration to an illustrative trading value range of the Shares (using multiples determined based on an analysis of selected publicly traded

companies comparable to the Company); (c) a comparison of the Consideration to an analysis of selected precedent transactions; and (d) a comparison of the premium to various unaffected trading price benchmarks implied by the Consideration, to an analysis of precedent transactions.

Conclusion

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of the date hereof, the Consideration to be received by the Shareholders pursuant to the Arrangement is fair from a financial point of view to the Shareholders.

Yours truly,

BMO Nesbitt Burns Inc.

BMO Nesbitt Burns Inc.

APPENDIX F

INFORMATION CONCERNING LUNDIN MINING

Unless the context otherwise requires, all references in this Appendix F to “Lundin Mining” means “Lundin Mining Corporation”. Certain other terms used in this Appendix F that are not otherwise defined herein are defined under “*Glossary of Terms*” in the Circular to which this Appendix F is attached.

General

Lundin Mining is a diversified Canadian base metals mining company with operations in Brazil, Chile, Portugal, Sweden and the United States, primarily producing copper, zinc, gold and nickel. Lundin Mining’s material mineral properties consist of:

- Candelaria Mine, the open pit and underground copper-gold mines and related infrastructure located in the Atacama Province, Region III of Chile;
- Chapada Mine, the copper-gold mine located in northern Goiás State, Brazil;
- Eagle Mine, the nickel and copper mine located in the Upper Peninsula of Michigan, USA; and
- Neves-Corvo Mine, the copper and zinc mine located in the Alentejo district of southern Portugal.

Lundin Mining also owns 100% of the Zinkgruvan zinc and lead mine located approximately 250 km south-west of Stockholm in south-central Sweden. In addition to ongoing exploration in and around its existing mines, Lundin Mining holds exploration property in Peru and through its exploration and corporate development functions regularly considers additional mining, exploration or project opportunities through acquisition, earn-in and other partnership models.

Lundin Mining has adopted a responsible mining approach to managing health, safety, environment and communities (HSEC). This approach integrates HSEC considerations into all aspects of the business throughout all stages of the mining life-cycle. Lundin Mining’s Responsible Mining Policy (RMP) establishes the HSEC principles and commitments that guide Lundin Mining’s approach to responsibly operating and managing its business. These principles address key elements of responsible mining that include health and safety, environmental stewardship, social performance, economic contribution, compliance, and governance. The commitments established by the RMP are operationalized through the implementation of a Responsible Mining Management System (RMMS) standard. This standard sets specific HSEC management system requirements which are applicable to all Lundin Mining operations. The RMMS requirements are further supported through the issuance of specific technical standards that address key operational activities and risks such as community engagement, air quality, closure planning, fatality prevention, water management and tailings stewardship. For additional information on Lundin Mining’s RMP, RMMS and responsible mining performance, please consult the most recent Sustainability Report which is available on Lundin Mining’s website at www.lundinmining.com.

Recent Developments

On February 17, 2022, Lundin Mining announced the retirement of Mr. Lukas Lundin from the Chair of Lundin Mining’s Board of Directors (the “**Lundin Mining Board**”), effective at the time of Lundin Mining’s 2022 annual general shareholders meeting.

On February 17, 2022, Lundin Mining declared its regular quarterly cash dividend of C\$0.09 per share and a semi-annual variable performance dividend of C\$0.11 per share.

On February 10, 2022, Lundin Mining announced the discovery of a new copper-gold mineralized system called Saúva, located approximately 15 kilometers north of the Chapada mine, in the State of Goiás, Brazil.

Effective January 1, 2022, as previously announced on September 9, 2021, Mr. Peter Rockandel joined the Board of Directors of Lundin Mining and Ms. Marie Inkster stepped down as a director.

Risks related to the global COVID-19 pandemic continue in 2022 and include additional waves of outbreak and more virulent strains of the virus across multiple jurisdictions. While Lundin Mining has been able to successfully mitigate the impact of these risks to date, the unpredictability of the virus, its impacts, and the required responses may adversely affect Lundin Mining's business and the market price of Lundin Mining's securities.

Material Properties

Lundin Mining's material mineral properties are the Candelaria Mine, Chapada Mine, Eagle Mine and Neves-Corvo Mine. See the Lundin Mining AIF, which is incorporated into this Circular by reference, for a description of the Candelaria Mine, Chapada Mine, Eagle Mine and Neves-Corvo Mine, including a summary of the Candelaria Report, Chapada Report, Eagle Report and Neves-Corvo Report.

Documents Incorporated by Reference

Information regarding Lundin Mining has been incorporated by reference in the Circular from documents filed by Lundin Mining with securities commissions or similar authorities in Canada. Copies of the documents incorporated in the Circular by reference regarding Lundin Mining may be obtained on request without charge from Annie Laurenson, Lundin Mining's Corporate Secretary, by email: annie.laurenson@lundinmining.com or may be obtained under Lundin Mining's profile at www.sedar.com.

The following documents, filed with the securities regulatory authorities in Canada, are specifically incorporated by reference into, and form a part, of the Circular:

- (a) the annual information form of Lundin Mining dated February 17, 2022 for the year ended December 31, 2021 ("**Lundin Mining AIF**");
- (b) the audited consolidated financial statements of Lundin Mining as at and for the years ended December 31, 2021 and 2020, together with the notes thereto and the independent auditor's report thereon ("**Lundin Mining Financial Statements**");
- (c) the management's discussion and analysis of financial condition and results of operations of Lundin Mining for the years ended December 31, 2021 and 2020; and
- (d) the management information circular of Lundin Mining dated March 19, 2021 in connection with the annual meeting of shareholders of Lundin Mining held on May 7, 2021.

Any documents of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* filed by Lundin Mining with any securities regulatory authorities in Canada subsequent to the date of the Circular and prior to the Effective Date will be deemed to be incorporated by reference in the Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Appendix F will be deemed to be modified or superseded for the purposes of the Circular to the extent that a statement contained in this Appendix F or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference in this Appendix F modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of the Circular.

Information contained in or otherwise accessed through Lundin Mining's website (www.lundinmining.com), or any other website, does not form part of the Circular. All such references to Lundin Mining's website are inactive textual references only.

Dividends and Distributions

On November 30, 2016, the Lundin Mining Board approved a dividend policy pursuant to which Lundin Mining anticipates paying a regular cash base dividend on a quarterly basis. In July 2021, Lundin Mining introduced a semi-annual variable performance dividend which, together with the regular base dividend, is designed to return to shareholders a minimum target of 40% of operating cash flow after capital investments, contingent payments and distributions to partners. The declaration, timing, amount and payment of all dividends (i.e., the regular base dividend and semi-annual variable performance dividend) remain at the discretion of the Lundin Mining Board.

Lundin Mining paid an aggregate cash base dividend of C\$0.12 per common share in four equal installments in 2019. In February 2020, Lundin Mining increased its quarterly cash base dividend by 33% to C\$0.04 per common share and Lundin Mining paid an aggregate cash base dividend of C\$0.16 per common share in four equal installments in 2020. In February 2021, Lundin Mining further increased its quarterly cash base dividend by an additional 50% to C\$0.06 per common share. In July 2021, Lundin Mining further increased its quarterly cash base dividend by an additional 50% to C\$0.09 per common share and paid an aggregate cash base dividend of C\$0.30 per common share in four installments in 2021. In July 2021, Lundin Mining also announced the inaugural semi-annual variable performance dividend of C\$0.09 per common share. This semi-annual variable performance dividend, which related to Lundin Mining's performance during the first half of 2021, was paid in the third quarter of the same year. Accordingly, in 2021, Lundin Mining paid aggregate cash base and variable performance dividends of C\$0.39 per share in five installments (C\$0.30 per common share in base dividends paid in four installments and C\$0.09 per common share as a variable performance dividend in a single installment).

Based on, among other things, Lundin Mining's current and projected liquidity profile (including anticipated capital investments, contingent payments and distributions to partners), the Lundin Mining Board reviews the regular cash base dividend on a quarterly basis and reviews the semi-annual variable performance dividend in connection with the approval of Lundin Mining's second quarter and year-end results.

Description of Capital Structure

As at the date of this Circular, the authorized share capital of Lundin Mining consisted of an unlimited number of common shares without nominal or par value of which 737,803,294 common shares were issued and outstanding, and one special share without nominal or par value. The special share is not issued and outstanding at this time. As at the date of this Circular, Lundin Mining had 8,665,474 stock options and 1,670,672 share units outstanding under Lundin Mining's incentive plans.

The holders of common shares are entitled to receive notice of and attend all meetings of shareholders with each common share entitling the holder to one vote on any resolution to be passed at such shareholder meetings. The holders of common shares are entitled to dividends if, as and when declared by the Lundin Mining Board. The common shares are entitled, upon liquidation, dissolution or winding up of Lundin Mining, to receive the remaining assets of Lundin Mining available for distribution to shareholders.

The special share is a non-voting share and the holder thereof is not entitled to receive notice of or attend any meeting of the shareholders of Lundin Mining or to vote at any such meeting. The special share is redeemable at the option of either Lundin Mining or the holder at an amount determined by the Lundin Mining Board prior to or concurrently with the issuance of the special share (the "**Redemption Amount**"). The holder of the special share is entitled to receive, in priority to the common shares, a fixed, non-cumulative, preferential dividend at the rate of 8% per annum on the Redemption Amount. The holder of the special share is entitled, upon liquidation, dissolution or winding up of Lundin Mining, to receive from the assets of Lundin Mining a sum equivalent to the Redemption Amount before any amount is paid or any property or assets of Lundin Mining are distributed to holders of common shares or shares of

any other class ranking junior to the special share. No dividend or other payment or distribution by Lundin Mining may be made if such payment or distribution would result in the net realizable value of Lundin Mining assets being less than the Redemption Amount.

Consolidated Capitalization

There have been no material changes in the share and loan capital of Lundin Mining, on a consolidated basis, since December 31, 2021, the date of the Lundin Mining Financial Statements, which are incorporated by reference in this Circular. Subsequent to December 31, 2021, Lundin Mining provided the Interim Facility to Josemaria Resources and will issue up to approximately 40,031,990 Lundin Mining Shares in connection with and pursuant to the terms of the Arrangement (assuming no Josemaria Options will be exercised between the date hereof and the Effective Date and including the Lundin Mining Shares issuable for Josemaria Shares expected to be issued after the date of the Arrangement Agreement and prior to the Effective Date under the terms of the existing Debentures).

Market for Securities

The common shares of Lundin Mining are listed and posted for trading on the TSX under the symbol LUN and are listed on the Nasdaq Stockholm Exchange under the symbol LUMI.

The following table shows the high and low trading prices and monthly trading volume of the Lundin Mining Shares on the TSX for the 12-month period preceding the date of this Circular:

Month	High (C\$)	Low (C\$)	Volume
March 2021	15.18	12.10	53,056,744
April 2021	16.07	12.88	45,293,355
May 2021	15.61	12.59	60,752,144
June 2021	13.24	9.92	58,190,503
July 2021	11.90	10.21	41,541,808
August 2021	11.49	9.57	39,232,268
September 2021	10.35	8.56	51,099,175
October 2021	11.00	8.81	43,582,811
November 2021	11.38	9.74	55,911,998
December 2021	11.10	8.86	47,307,899
January 2022	11.20	9.78	42,353,475
February 2022	12.40	10.48	38,842,177
March 1-15, 2022	13.42	11.42	21,998,010

The closing price of Lundin Mining Shares on the TSX on December 20, 2021, the date of the announcement of the Arrangement, was \$8.87. The closing price of the Lundin Mining Shares on the TSX on March 15, 2022 was \$11.71.

Prior Sales

The following table sets forth information in respect of issuances or purchases of Lundin Mining Shares and securities that are convertible or exchangeable into Lundin Mining Shares within the 12 months prior to the date of the Circular, including the price at which such securities have been issued, the number of securities issued, and the date on which such securities were issued:

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
March 16, 2021	Exercise of options	3,000 Lundin Mining Shares	\$8.34

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
March 16, 2021	Exercise of options	7,000 Lundin Mining Shares	\$7.09
March 17, 2021	Exercise of options	5,333 Lundin Mining Shares	\$8.34
March 17, 2021	Exercise of options	14,500 Lundin Mining Shares	\$6.65
March 17, 2021	Exercise of options	18,668 Lundin Mining Shares	\$7.09
March 19, 2021	Exercise of options	8,000 Lundin Mining Shares	\$8.34
March 19, 2021	Exercise of options	18,000 Lundin Mining Shares	\$6.65
March 19, 2021	Exercise of options	25,000 Lundin Mining Shares	\$7.09
March 22, 2021	Share unit vest/release	20,000 Lundin Mining Shares	\$14.12
March 23, 2021	Exercise of options	7,000 Lundin Mining Shares	\$6.56
March 29, 2021	Share unit vest/release	33,108 Lundin Mining Shares	\$12.72
March 30, 2021	Exercise of options	7,000 Lundin Mining Shares	\$7.09
April 1, 2021	Exercise of options	25,000 Lundin Mining Shares	\$6.65
April 1, 2021	Exercise of options	50,000 Lundin Mining Shares	\$7.09
April 16, 2021	Exercise of options	7,000 Lundin Mining Shares	\$6.56
April 16, 2021	Exercise of options	7,000 Lundin Mining Shares	\$7.09
April 20, 2021	Exercise of options	15,000 Lundin Mining Shares	\$8.34
April 20, 2021	Exercise of options	1,500 Lundin Mining Shares	\$7.09
April 30, 2021	Exercise of options	2,500 Lundin Mining Shares	\$8.34

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
April 30, 2021	Exercise of options	3,500 Lundin Mining Shares	\$7.09
May 3, 2021	Share unit vest/release	9,000 Lundin Mining Shares	\$14.80
May 4, 2021	Exercise of options	15,000 Lundin Mining Shares	\$8.17
May 4, 2021	Exercise of options	15,000 Lundin Mining Shares	\$8.34
May 4, 2021	Exercise of options	14,000 Lundin Mining Shares	\$6.65
May 4, 2021	Exercise of options	15,334 Lundin Mining Shares	\$7.09
May 5, 2021	Exercise of options	6,000 Lundin Mining Shares	\$8.34
May 5, 2021	Exercise of options	20,000 Lundin Mining Shares	\$8.68
May 5, 2021	Exercise of options	50,000 Lundin Mining Shares	\$7.13
May 5, 2021	Exercise of options	181,500 Lundin Mining Shares	\$6.65
May 5, 2021	Exercise of options	63,667 Lundin Mining Shares	\$7.09
May 7, 2021	Exercise of options	5,000 Lundin Mining Shares	\$8.34
May 7, 2021	Exercise of options	7,000 Lundin Mining Shares	\$6.65
May 7, 2021	Exercise of options	7,000 Lundin Mining Shares	\$7.09
May 10, 2021	Exercise of options	8,334 Lundin Mining Shares	\$7.09
May 12, 2021	Exercise of options	123,700 Lundin Mining Shares	\$4.32
May 12, 2021	Exercise of options	6,700 Lundin Mining Shares	\$6.65
May 13, 2021	Exercise of options	57,300 Lundin Mining Shares	\$4.32

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
May 13, 2021	Exercise of options	25,000 Lundin Mining Shares	\$6.15
May 14, 2021	Exercise of options	65,000 Lundin Mining Shares	\$4.32
May 17, 2021	Exercise of options	8,334 Lundin Mining Shares	\$7.09
May 31, 2021	Grant of options	37,500 options	\$15.50
May 31, 2021	Grant of share units	12,500 share units	\$0.00
June 4, 2021	Share unit vest/release	3,415 Lundin Mining Shares	\$12.58
July 27, 2021	Share unit vest/release	50,000 Lundin Mining Shares	\$11.12
July 30, 2021	Share unit vest/release	50,000 Lundin Mining Shares	\$11.01
August 4, 2021	Exercise of options	14,000 Lundin Mining Shares	\$6.56
August 10, 2021	Exercise of options	5,000 Lundin Mining Shares	\$6.56
August 13, 2021	Exercise of options	5,000 Lundin Mining Shares	\$8.34
August 13, 2021	Exercise of options	5,000 Lundin Mining Shares	\$6.65
August 13, 2021	Exercise of options	5,000 Lundin Mining Shares	\$7.09
August 20, 2021	Share unit vest/release	6,000 Lundin Mining Shares	\$9.59
August 23, 2021	Share unit vest/release	1,495 Lundin Mining Shares	\$10.19
August 27, 2021	Exercise of options	24,000 Lundin Mining Shares	\$8.27
August 27, 2021	Exercise of options	14,000 Lundin Mining Shares	\$6.65
August 27, 2021	Exercise of options	21,000 Lundin Mining Shares	\$7.09
August 30, 2021	Share unit vest/release	5,014 Lundin Mining Shares	\$10.22

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
October 26, 2021	Share unit vest/release	126,000 Lundin Mining Shares	\$10.12
November 3, 2021	Exercise of options	30,666 Lundin Mining Shares	\$6.65
November 23, 2021	Exercise of options	15,500 Lundin Mining Shares	\$7.09
December 8, 2021	Share unit vest/release	4,784 Lundin Mining Shares	\$10.91
December 31, 2021	Share unit vest/release	418,350 Lundin Mining Shares	\$9.87
December 31, 2021	Performance share unit vest/release	61,350 Lundin Mining Shares	\$9.87
January 12, 2022	Exercise of options	20,000 Lundin Mining Shares	\$6.65
January 14, 2022	Exercise of options	227,100 Lundin Mining Shares	\$8.17
January 14, 2022	Exercise of options	20,000 Lundin Mining Shares	\$6.65
January 28, 2022	Exercise of options	15,000 Lundin Mining Shares	\$8.27
January 28, 2022	Exercise of options	7,000 Lundin Mining Shares	\$7.09
February 3, 2022	Exercise of options	15,000 Lundin Mining Shares	\$7.28
February 3, 2022	Exercise of options	15,000 Lundin Mining Shares	\$8.34
February 3, 2022	Exercise of options	28,654 Lundin Mining Shares	\$6.65
February 11, 2022	Exercise of options	6,000 Lundin Mining Shares	\$8.34
February 11, 2022	Exercise of options	19,282 Lundin Mining Shares	\$7.09
February 22, 2022	Exercise of options	14,080 Lundin Mining Shares	\$8.17
February 22, 2022	Share unit vest/release	630,500 Lundin Mining Shares	\$11.54

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
February 23, 2022	Exercise of options	78,000 Lundin Mining Shares	\$8.17
February 23, 2022	Grant of options	1,789,515 options	\$11.54
February 23, 2022	Grant of share units	359,022 share units	\$0.00
February 23, 2022	Grant of performance share units	101,100 performance share units	\$0.00
February 24, 2022	Exercise of options	20,040 Lundin Mining Shares	\$8.17
February 24, 2022	Exercise of options	17,000 Lundin Mining Shares	\$6.65
February 28, 2022	Exercise of options	29,000 Lundin Mining Shares	\$6.65
March 1, 2022	Exercise of options	112,990 Lundin Mining Shares	\$8.17
March 1, 2022	Exercise of options	45,000 Lundin Mining Shares	\$6.65
March 1, 2022	Exercise of options	33,333 Lundin Mining Shares	\$7.09
March 2, 2022	Exercise of options	56,400 Lundin Mining Shares	\$8.17
March 2, 2022	Exercise of options	63,333 Lundin Mining Shares	\$6.65
March 2, 2022	Exercise of options	60,000 Lundin Mining Shares	\$7.09
March 3, 2022	Exercise of options	34,500 Lundin Mining Shares	\$6.65
March 3, 2022	Exercise of options	15,333 Lundin Mining Shares	\$7.09
March 4, 2022	Exercise of options	11,200 Lundin Mining Shares	\$8.17
March 4, 2022	Exercise of options	40,000 Lundin Mining Shares	\$8.34
March 4, 2022	Exercise of options	87,846 Lundin Mining Shares	\$6.65

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
March 4, 2022	Exercise of options	7,000 Lundin Mining Shares	\$6.56
March 4, 2022	Exercise of options	176,526 Lundin Mining Shares	\$7.09
March 7, 2022	Exercise of options	49,990 Lundin Mining Shares	\$8.17
March 7, 2022	Exercise of options	20,500 Lundin Mining Shares	\$8.34
March 7, 2022	Exercise of options	21,000 Lundin Mining Shares	\$6.65
March 7, 2022	Exercise of options	46,333 Lundin Mining Shares	\$7.09
March 8, 2022	Exercise of options	16,000 Lundin Mining Shares	\$8.17
March 8, 2022	Exercise of options	9,000 Lundin Mining Shares	\$8.34
March 8, 2022	Exercise of options	8,000 Lundin Mining Shares	\$6.65
March 8, 2022	Exercise of options	10,000 Lundin Mining Shares	\$6.56
March 8, 2022	Exercise of options	3,500 Lundin Mining Shares	\$7.09
March 9, 2022	Exercise of options	30,100 Lundin Mining Shares	\$8.34
March 9, 2022	Exercise of options	5,000 Lundin Mining Shares	\$6.40
March 9, 2022	Exercise of options	7,000 Lundin Mining Shares	\$6.65
March 9, 2022	Exercise of options	14,000 Lundin Mining Shares	\$6.65
March 10, 2022	Exercise of options	125,900 Lundin Mining Shares	\$8.34
March 10, 2022	Exercise of options	58,000 Lundin Mining Shares	\$6.65
March 10, 2022	Exercise of options	7,000 Lundin Mining Shares	\$7.09

Date of Issuance	Reasons for Issuance	Number and Type of Securities	Issue/Exercise Price per Security
March 15, 2022	Exercise of options	7,000 Lundin Mining Shares	\$6.65

Risk Factors

An investment in Lundin Mining Shares and the completion of the Arrangement are subject to certain risks. In assessing the Arrangement, Securityholders should carefully consider the risks described under *Risk Factors Associated with the Arrangement* and the risks described in the Lundin Mining AIF, and other documents incorporated by reference herein.

Interests of Experts

With respect to technical information relating to Lundin Mining contained in this Circular or in a document incorporated by reference herein, the following is a list of persons or companies named as having prepared or certified a statement, report or valuation and whose profession or business gives authority to the statement, report or valuation made by the person or company:

Candelaria Mine

- Messrs. Patricio Calderón, Registered Member, Chilean Mining Commission, Consultant Geologist, Cristian Erazo, Registered Member, Chilean Mining Commission, Deputy Manager Technical Services Candelaria Underground and Patricio Oyarce, Registered Member, Chilean Mining Commission, Senior Engineer Technical Services Open Pit, Candelaria Mine, in respect of the Mineral Resource and Mineral Reserve estimates;
- Messrs. Glen Cole, P.Geo., Benny Zhang PEng, Adrian Dance, P.Eng., and Cameron C. Scott, P.Eng, of SRK Consulting (Canada) Inc. and John Nilsson, P.Eng., of Nilsson Mine Services Ltd., in respect of the Candelaria Report;

Chapada Mine

- Mr. Renan Garcia Lopes, Registered Member of Australasian Institute of Mining and Metallurgy – MAusIMM CP(Geo), formerly employed by Chapada as Geology and Mineral Resources Coordinator, in respect of the Chapada and Suruca Mineral Resource estimate and Mr. Jean-Francois St-Onge, PEO and OIQ, Director Technical Services, Lundin Mining, in respect of the Chapada Mineral Reserve estimate;
- Messrs. Chester Moore, P.Eng., Hugo Miranda, ChMc(RM), and Andrew Hampton, P.Eng. of Roscoe Postle Associates Inc, and David Ritchie, P.Eng, of SLR Consulting, in respect of the Chapada Report;

Eagle Mine

- Mr. Graham Greenway, P.Geo, former Group Resource Geologist, Lundin Mining, in respect of the Eagle and Eagle East Mineral Resource estimates and Mr. Josh Lam, P.Eng, Mine Superintendent, Lundin Mining, in respect of the Eagle and Eagle East Mineral Reserve estimates;
- Graham Clow, P.Eng., David Rennie, P.Eng., Brenna Scholey, P.Eng., and Normand Lecuyer, P.Eng., of Roscoe Postle Associates Inc, in respect of the Eagle Report;

Neves-Corvo Mine

- Ms. Sandra Santos, CEng MIMMM, Geological Engineer, Neves-Corvo, in respect of the Neves-Corvo Mineral Resource estimate and Mr. Jean-Francois St-Onge, PEO and OIQ, Director Technical Services, Lundin Mining, in respect of the Neves-Corvo Mineral Reserve estimate;
- Mr. Graham Greenway, P.Geo, former Group Resource Geologist, Lundin Mining, in respect of the Semblana deposit Mineral Resource estimate;
- Mr. Richard Ellis, CGeol, EurGeol, and Dr. Phil Newall, Ceng, FIMMM, of Wardell Armstrong International Ltd., in respect of the Neves-Corvo Report;

General

- Unless otherwise stated, the scientific and technical information relating to Lundin Mining contained in this Circular or in a document incorporated by reference herein has been reviewed and approved by Mr. Jeremy Weyland, P.Eng., Senior Manager, Studies, Technical Services of Lundin Mining. Mr. Weyland is a Qualified Person under NI 43-101.

Each of the aforementioned firms or persons held less than 1% of the outstanding securities of the same class of Lundin Mining or of any associate or affiliate of Lundin Mining when such expert prepared the Lundin Mining Technical Reports or the Mineral Resource or Mineral Reserve estimates referred to, and held less than 1% of the outstanding securities of the same class of Lundin Mining following the preparation of such reports or data.

None of the aforementioned firms or persons, nor any directors, officers or employees of such firms, are currently expected to be elected, appointed or employed as a director, officer or employee of Lundin Mining or of any associate or affiliate of Lundin Mining, other than Messrs. Weyland, Oyarce, Erazo, St-Onge, Lam, Allison and Ms. Santos, each of whom is currently employed by Lundin Mining or one of its subsidiaries.

Lundin Mining's independent auditors, PricewaterhouseCoopers LLP, Chartered Professional Accountants, Licensed Public Accountants, issued an independent auditor's report dated February 17, 2022 in respect of Lundin Mining's annual consolidated financial statements as at December 31, 2021 and December 31, 2020 and for each of the years then ended. PricewaterhouseCoopers LLP has advised that they are independent with respect to Lundin Mining within the meaning of the Chartered Professional Accountants of Ontario, CPA Code of Professional Conduct.

APPENDIX G DISSENT PROVISIONS OF THE CBCA

SECTION 190 OF THE *CANADA BUSINESS CORPORATIONS ACT*

Right to dissent

190 (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

- (a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
- (b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;
- (c) amalgamate otherwise than under section 184;
- (d) be continued under section 188;
- (e) sell, lease or exchange all or substantially all its property under subsection 189(3); or
- (f) carry out a going-private transaction or a squeeze-out transaction.

Further right

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

- (a) the shareholder's name and address;

- (b) the number and class of shares in respect of which the shareholder dissents; and
- (c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

- (a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
- (b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
- (c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

- (a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or
- (b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

- (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
- (b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

- (a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or
- (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

- (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

