



**LUCAPA**  
DIAMOND COMPANY

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## **LUCAPA DIAMOND COMPANY LIMITED**

**ACN 111 501 663**

## **NOTICE OF GENERAL MEETING**

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Notice is given that the Meeting will be held at:

**TIME:** 11.00AM (WST)

**DATE:** 12 November 2020

**PLACE:** Celtic Club, 48 Ord Street, West Perth, WA 6005

***The business of the Meeting affects your shareholding and your vote is important.***

***This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.***

***The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4.00pm (WST) on 10 November 2020.***

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## BUSINESS OF THE MEETING

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### AGENDA

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#### 1. RESOLUTION 1 – ISSUE OF SHARES AND OPTIONS TO NEW AZILIAN PTY LTD - RESTRUCTURE FEE

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

*“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 4,345,415 Shares and 869,083 Options to New Azilian Pty Ltd (or its nominee) in part satisfaction of the Restructure Fee on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion:** The Company will disregard any votes cast in favour of this Resolution by or on behalf of New Azilian Pty Ltd (or its nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the entity), or any associate of those persons (**Resolution 1 Excluded Party**). However, this does not apply to a vote cast in favour of a Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a Resolution 1 Excluded Party; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

**Dated: 1 October 2020**

**By order of the Board**

**Mark Clements**  
**Company Secretary**

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## **IMPORTANT INFORMATION**

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### **Attendance and participation**

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Due to the uncertainty and potential health risks posed by the COVID-19 pandemic, the Company encourages Shareholders not to attend the meeting in person and participate in the Meeting via proxy voting and the ability to submit questions in advance of the Meeting which will be addressed at the Meeting.

The Company and venue must adhere to all social distancing measures at the Meeting prescribed by government authorities. Further details on any possible attendance at the Meeting will be monitored, announced to the ASX and made available on the Company's website [www.lucapa.com.au](http://www.lucapa.com.au) prior to the Meeting.

Shareholders are invited to lodge questions in advance of the Meeting by sending an email containing their question(s) to [general@lucapa.com.au](mailto:general@lucapa.com.au) by 5.00pm (WST) on 10 November 2020. As many of the emailed questions as possible will be addressed during the Meeting. Please note that individual responses will not be sent to Shareholders.

### **Voting procedure**

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Voting on the proposed resolution at the Meeting will be conducted by poll. Under the Constitution, any poll will be conducted as directed by the Chair.

Shareholders can vote in one of two ways:

- by attending the Meeting and voting; or
- by appointing a proxy or attorney to attend and vote on their behalf.

### **Voting in person or by attorney**

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As previously stated, Shareholders, or their attorneys, are discouraged from attending in person but those who do choose to do so are asked to arrive at the venue 15 minutes prior to the time designated for the Meeting, if possible, so that the Company may check their Shareholding against the Company's share register and note attendances.

### **Voting by a Corporation**

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A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

### **Voting by proxy**

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To vote by proxy, please complete and sign the enclosed Proxy Voting Form and return by the time and in accordance with the instructions set out on the Proxy Voting Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

To be effective, Proxy Voting Forms must be received by 11.00am (WST) on 10 November 2020, being 48 hours prior to the Meeting. Proxies received after this time will be invalid.

***Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 9381 5995.***

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## EXPLANATORY STATEMENT

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This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolution.

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### 1. BACKGROUND

#### 1.1 Background

As announced on 4 April 2019 and further detailed in the Company's notice of annual general meeting dated 26 April 2019, the Company has entered into a loan facility with New Azilian Pty Ltd (ACN 618 141 236) (**Lender**), an entity associated with Director, Ross Stanley (**Loan Facility**). The Company has drawn down the full amount available under the Loan Facility.

As previously announced, the Company and its subsidiaries have been in ongoing discussions with their financiers and other parties with respect to the refinancing of existing facilities.

On 28 May 2020, the Company announced that it had agreed with the Lender to vary the Loan Facility to, amongst other things, extend the repayment date of the Loan Facility from 29 May 2020 to 31 August 2020 to give the parties time to negotiate a restructure of the terms of the Loan Facility. The parties further agreed to extend the repayment date of the Loan Facility to 31 October 2020.

As at the date of this Notice, the outstanding amount of the Loan Facility and accrued interest is \$10,556,686.

#### 1.2 Restructure of Loan Facility

On 14 August 2020, the Company announced that it had agreed with the Lender to restructure the Loan Facility, subject to finalisation of formal documentation.

The Company and the Lender have now entered into formal documentation (**Variation**) on the following terms:

	Former terms	Restructured terms
<b>Termination Date</b>	The Company must repay the outstanding amount of the Loan Facility on or before 31 October 2020 (or such other date as agreed between the parties in writing).	The Company must repay the outstanding amount of the Loan Facility on or before 28 February 2022 (or such other date as agreed between the parties in writing).
<b>Interest</b>	Interest accrues at a rate of 10% per annum calculated on daily outstanding balance of the Loan Facility and is payable in arrears on the Termination Date.	On the date of the Variation, all accrued but unpaid interest was capitalised into the outstanding amount of the Loan Facility, such that the outstanding balance of the Loan Facility is \$10,556,686.  Interest will accrue at a rate of 9.75% per annum calculated on daily outstanding balance of the Loan Facility and is payable in arrears as follows:  (i) in respect of the period commencing on the date of the Variation up to and including 30

	Former terms	Restructured terms
		<p>June 2021 (unless repaid earlier), on 1 July 2021; and</p> <p>(ii) in respect of the period commencing on 1 July 2021 and ending on the Termination Date, on the Termination Date (or as otherwise agreed).</p>
<b>Conversion of interest into Shares</b>	This provision was removed from the original Loan Facility pursuant to the variation which was announced by the Company on 28 May 2020.	<p>Subject to Shareholder approval, the Company can elect to convert 70% of interest payable on the Loan Facility by the issue of Shares at the higher of:</p> <p>(i) \$0.05 or such other fixed floor price as is agreed between the parties no later than the date on which the Company dispatches the notice convening the meeting at which the shareholder approval for the issue of the Shares will be sought; and</p> <p>(i) the lowest daily VWAP of trading in the Shares in the 15 trading days immediately preceding the relevant conversion date.</p>

The Company has granted to the Lender a security interest over the Company's assets (other than Equigold Pte Ltd's security over the Company's shares in, and loan to, Mothae Diamonds (Pty) Ltd) pursuant to a general security deed (**Security**) (**Security Deed**). On 12 April 2019, ASX granted the Company a waiver from ASX Listing Rule 10.1 to the extent necessary to permit the Company to enter into Loan Facility and the Security without obtaining Shareholder approval. As announced on 30 September 2020, ASX has granted the Company a fresh waiver from ASX Listing Rule 10.1 on the basis of the terms of the Loan Facility, as varied by the Variation (**Waiver**). The Company and the Lender have entered into an amendment deed, pursuant to which the minor amendments have been made to the terms of the Security Deed to comply with the conditions of the Waiver.

The following terms of the Loan Facility remain unchanged:

(a) **Review event:** If:

(i) a person:

(A) who has Control of the Company at the date of the Loan Facility ceases to control the Company; or

(B) who does not have Control of the Company at the date of the Loan Facility gains control of the Company; or

(ii) the Company's Shares cease to be listed on the ASX,

the Lender must consult with the Company in good faith for a period of 30 business days following which, if no agreement has been reached, the Lender may, by not less than 90 days' notice to the Company, declare the outstanding amount of the Loan Facility (including all interest), and all other amounts accrued under the Loan Facility,

the Security Deed and any other document designated as a Finance Document by the parties (each a **Finance Document**) immediately due and payable.

- (b) **Events of Default:** If any of the following events occur and are continuing, the Lender may declare that outstanding amount of the Loan Facility and, at its option, all interest and other amounts accrued under a Finance Document be immediately due and payable, upon which they become immediately due and payable:
- (i) the Company does not pay on the due date any amount payable pursuant to a Finance Document unless its failure to pay is caused by administrative or technical error or payment is made within 5 business days of its due date;
  - (ii) the Company does not comply with any provision of the Finance Documents (other than those referred (i) above), where such failure to comply is capable of remedy and is not remedied within 7 business days;
  - (iii) any representation or statement made or deemed to be made by the Company in the Finance Documents or any other document delivered by it under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
  - (iv) a member of the Group is, or is presumed or deemed to be, unable to pay its debts or admits that it is unable to pay its debts as and when they fall due;
  - (v) a moratorium is declared in respect of any indebtedness of a member of the Group;
  - (vi) any corporate action, legal proceedings or other procedure or step is taken in relation to:
    - (A) winding-up, dissolution, administration or reorganisation (other than solvent liquidation or reorganisation) of a member of the Group;
    - (B) a composition, compromise, assignment or arrangement with any creditor of a member of the Group;
    - (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of a member of the Group of any of its assets;
    - (D) enforcement of any security over any assets of a member of the Group; or
    - (E) any analogous procedure or step is taken in any jurisdiction;
  - (vii) it is or becomes unlawful for the Company to perform any of its obligations under the Finance Documents;
  - (viii) the Company repudiates a Finance Document or evidences an intention to repudiate a Finance Document; or
  - (ix) a provision of a Finance Document is or becomes or is claimed by the Company to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

The Lender has agreed to waive any event of default and any potential default which may exist prior to 24 September 2020, being the date of the Variation.

### 1.3 Restructure Fee

As consideration for agreeing to restructure the Loan Facility, the Company has agreed to pay to the Lender a fee which is equal to 3.5% of the total outstanding amount of the Loan Facility (including accrued but unpaid interest) up to and including the date of the Variation, being 24 September, which totals \$369,484 (**Restructure Fee**). The Restructure Fee is payable as follows:

- (a) \$50,000 in cash; and
- (b) subject to Shareholder approval under Resolution 1, \$319,484 via the issue of:
  - (i) 4,345,415 Shares, being that number of Shares, when multiplied by the VWAP of Shares over the 30 days on which trades were recorded before 23 September 2020 (being \$0.0687) representing \$298,708; and
  - (ii) 869,083 Options, being 1 Option for every 5 Shares issued under (i), representing \$20,776.

### 1.4 Interest in securities

The Lender and its associates' interests in the securities of the Company are as follows:

	Shares	Options	% <sup>3</sup>
Current <sup>1</sup>	50,661,599	8,418,600 <sup>2</sup>	7.88%
Following issue of Restructure Fee Securities	55,007,014	9,287,683 <sup>4</sup>	8.49%

**Notes:**

1. These securities are held by Tazga Two Pty Ltd as trustee for Tazga Two Trust, an entity controlled by Ross Stanley.
2. Quoted Options exercisable at \$0.10 each on or before 5 June 2022.
3. Assumes that no Options are exercised or Performance Rights are converted and no other Shares are issued.
4. Comprises:
  - (a) 8,418,600 quoted Options exercisable at \$0.10 each on or before 5 June 2022; and
  - (b) subject to Shareholder approval under Resolution 1, 869,083 unquoted Options exercisable at \$0.10 each on or before 5 June 2022 and otherwise on the terms set out in Schedule 1.

The table above does not include any issue of Shares on conversion of any interest payable on the Loan Facility. Such issue of Shares is subject to the Company's election to convert and Shareholder approval.

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## 2. RESOLUTION 1 – ISSUE OF SHARES AND OPTIONS TO NEW AZILIAN PTY LTD - RESTRUCTURE FEE

### 2.1 General

Resolution 1 seeks Shareholder approval for the issue of Shares and Options, comprising part of the Restructure Fee, to the Lender (**Restructure Fee Securities**).

### 2.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:



- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of the Restructure Fee Securities constitutes giving a financial benefit and the Lender is a related party of the Company by virtue of being associated with Ross Stanley, a Director.

The Directors (other than Ross Stanley who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Restructure Fee Securities because the Shares and Options are being issued as consideration for the Lender's agreement to restructure the terms of the Loan Facility and constitute the giving of a financial benefit on arm's length commercial terms.

### **2.3 ASX Listing Rule 10.11**

ASX Listing Rule 10.11 provides that, unless one of the exceptions in ASX Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- 10.1.1 a related party;
- 10.1.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;
- 10.1.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- 10.1.4 an associate of a person referred to in (a), (b) or (c); or
- 10.1.5 a person whose relationship with the company or a person referred to in (a), (b), (c) or (d) is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the prior approval of its shareholders.

As the issue of the Restructure Fee Securities to the Lender falls within ASX Listing Rule 10.11.1 and does not fall within any of the exceptions in ASX Listing Rule 10.12, Shareholder approval pursuant to ASX Listing Rule 10.11 is required.

### **2.4 Technical information required by ASX Listing Rule 14.1A**

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Restructure Fee Securities to the Lender within 1 month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX Listing Rules). As approval pursuant to ASX Listing Rule 7.1 is not required for the issue of the Restructure Fee Securities (because approval is being obtained under ASX Listing Rule 10.11), the issue of the Restructure Fee Securities will not use up any of the Company's 10% or 15% annual placement capacities.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Restructure Fee Securities and the entire Restructure Fee will be payable in cash.

## **2.5 Technical information required by ASX Listing Rule 10.13**

Pursuant to and in accordance with ASX Listing Rule 10.13, the following information is provided in relation to Resolution 1:

- (a) the Restructure Fee Securities are proposed to be issued to the Lender (or its nominee);
- (b) the Lender falls within the category set out in ASX Listing Rule 10.1.1 by virtue of being an entity associated with Ross Stanley, a Director of the Company;
- (c) 4,345,415 Shares and 869,083 Options are proposed to be issued;
- (d) the Shares proposed to be issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (e) the Options will be issued on the terms and conditions set out in Schedule 1;
- (f) the Restructure Fee Securities will be issued within 1 month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX Listing Rules);
- (g) the Restructure Fee Securities are proposed to be issued as part consideration for the Lender agreeing to restructure the Loan Facility (including the material extension of the termination date), accordingly no funds will be raised from the issue. However, any funds raised upon the exercise of the Options will be used to further Company's development initiatives and for working capital;
- (h) the Shares will be issued at a deemed issue price of \$0.0687 each, and the Options will be issued on the basis of 1 Option for every 5 Shares issued;
- (i) the Restructure Fee Securities are proposed to be issued pursuant to the Variation. A summary of the material terms of the Loan Facility (as varied) is set out in Section 1.2; and
- (j) a voting exclusion statement is included in Resolution 1 of this Notice.

## **2.6 Directors' Recommendation**

The Board (other than Ross Stanley) recommend that Shareholders approve Resolution 1. The Chair will be casting undirected proxies in favour of this Resolution.

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## GLOSSARY

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**\$** means Australian dollars.

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**ASX Listing Rules** means the Listing Rules of ASX.

**Board** means the current board of Directors.

**Chair** means the chair of the Meeting.

**Company** means Lucapa Diamond Company Limited (ACN 111 501 663).

**Constitution** means the Company's constitution.

**Control** has the meaning given in section 608(4) of the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the current directors of the Company.

**Explanatory Statement** means the explanatory statement accompanying this Notice.

**Finance Document** has the meaning given in Section 1.2.

**General Meeting** or **Meeting** means the meeting convened by this Notice.

**Group** means the Company and its subsidiaries.

**Lender** has the meaning given in Section 1.1.

**Loan Facility** has the meaning given in Section 1.1.

**Notice** or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

**Option** means an option to acquire a Share.

**Optionholder** means a holder of an Option.

**Proxy Form** means the proxy form accompanying the Notice.

**Resolution** means the resolution set out in the Notice, or any one of them, as the context requires.

**Restructure Fee** has the meaning given in Section 1.3.

**Restructure Fee Securities** has the meaning given in Section 2.1.

**Section** means a section of the Explanatory Statement.

**Security** has the meaning given in Section 1.2.

**Security Deed** has the meaning given in Section 1.2.

**Share** means a fully paid ordinary share in the capital of the Company.

**Shareholder** means a registered holder of a Share.

**VWAP** means volume weighted average market price.

**WST** means Western Standard Time as observed in Perth, Western Australia.

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## SCHEDULE 1 - TERMS AND CONDITIONS OF OPTIONS

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- (a) Definitions for the purposes of the terms and conditions of the Options:
- (i) **ASX** means ASX Limited (ABN 98 008 624 691) or Australian Securities Exchange (as applicable).
  - (ii) **ASX Listing Rules** means the official listing rules of ASX.
  - (iii) **Company** means Lucapa Diamond Company Limited (ABN 44 111 501 663).
  - (iv) **Option Holder** means the person or persons registered as the holder of one or more Options from time to time.
  - (v) **Corporations Act** means Corporations Act 2001 (Cth).
  - (vi) **Expiry Date** means 5.00pm (WST) on 5 June 2022.
  - (vii) **Exercise Notice** means the form prescribed by the Company from time to time for the purpose of exercising Options.
  - (viii) **Issue Date** means the date on which the Options are issued to the holder.
  - (ix) **Share** means a fully paid ordinary share in the capital of the Company.
  - (x) **WST** means Australian Western Standard Time.
- (b) Each Option carries the right to subscribe for one Share upon exercise.
- (c) Subject to paragraph (j), the amount payable upon exercise of an Option will be \$0.10 (**Exercise Price**).
- (d) Options may be exercised by the Option Holder by delivering to the Company's registered office or the Company's share registry an Exercise Notice at any time prior to the Expiry Date. Any Options not exercised before the Expiry Date that time will automatically lapse on the Expiry Date.
- (e) Each Exercise Notice must state the number of Options to be exercised and be accompanied by the relevant holding statement(s), if any, and payment (in Australian currency by electronic funds transfer or other means of payment acceptable to the Company) to the Company of an amount (**Application Monies**) being the result of the Exercise Price multiplied by the number of Options being exercised.
- (f) Within 15 Business Days after receipt of a properly executed Exercise Notice and Application Monies in cleared funds in respect of the exercise of any Options, the Company will:
- (i) issue the resultant Shares and deliver notification of shareholdings; and
  - (ii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.
- (g) Shares issued pursuant to an exercise of Options will rank, from the date of issue, *pari passu* with existing Shares in all respects.
- (h) Options carry no right to participate in *pro rata* issues of securities to Shareholders unless the Options are exercised before the record date for determining entitlements to the relevant *pro rata* issue.

- (i) Each Option Holder will be notified by the Company of any proposed pro rata issue of securities to Shareholders a reasonable period prior to the record date set for that pro rata issue to give the Option Holder the opportunity to exercise the Options in sufficient time to receive, before that record date, Shares issued on the exercise of Options entitling participation in the pro rata issue.
- (j) In the event of a reorganisation (including reconstruction, consolidation, subdivision, reduction, or return) of the capital of the Company, the terms of all the Options will be changed to the extent necessary to comply with the requirements of the Corporations Act and the ASX Listing Rules at the time of the reorganisation.
- (k) Except as noted in paragraph (j) above, an Option does not confer the right to a change in exercise price or a change in the number of underlying securities over which the Option can be exercised.
- (l) Subject at all times to the Corporations Act, the ASX Listing Rules and the Company's Constitution, the Options are freely transferable.



If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

## Vote by Proxy: LOM

Your proxy voting instruction must be received by **11.00am (WST) on Tuesday, 10 November 2020**, being not later than **48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

### SUBMIT YOUR PROXY VOTE ONLINE

Vote online at <https://investor.automic.com.au/#/loginsah>

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting form.

- ✓ **Save Money:** help minimise unnecessary print and mail costs for the Company.
- ✓ **It's Quick and Secure:** provides you with greater privacy, eliminates any postal delays and the risk of potentially getting lost in transit.
- ✓ **Receive Vote Confirmation:** instant confirmation that your vote has been processed. It also allows you to amend your vote if required.



### SUBMIT YOUR PROXY VOTE BY PAPER

Complete the form overleaf in accordance with the instructions set out below.

#### YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

#### VOTING UNDER STEP 1 - APPOINTING A PROXY

If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chairman of the Meeting will be appointed as your proxy by default.

#### DEFAULT TO THE CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP

#### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

#### APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

#### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

**Individual:** Where the holding is in one name, the Shareholder must sign.

**Joint holding:** Where the holding is in more than one name, all of the Shareholders should sign.

**Power of attorney:** If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

**Companies:** To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

**Email Address:** Please provide your email address in the space provided.

**By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.**

#### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

#### ATTENDING THE MEETING

Completion of a Proxy Voting Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Voting Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.

#### POWER OF ATTORNEY

If a representative as power of attorney of a Shareholder of the Company is to attend the Meeting, a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms.



Contact	<b>Return your completed form</b>		<b>All enquiries to Automic</b>	
	<b>BY MAIL</b> Automic GPO Box 5193 Sydney NSW 2001	<b>IN PERSON</b> Automic Level 5, 126 Phillip Street Sydney NSW 2000	<b>BY EMAIL</b> meetings@automicgroup.com.au	
				<b>PHONE</b> 1300 288 664 (Within Australia) +61 2 9698 5414 (Overseas)

STEP 1: Appoint Your Proxy	<b>Complete and return this form as instructed only if you do not vote online</b>
	<p>I/We being a Shareholder entitled to attend and vote at the General Meeting of Lucapa Diamond Company Limited, to be held at <b>11.00am (WST) on Thursday, 12 November 2020 at the Celtic Club, 48 Ord Street, West Perth WA 6005</b> hereby:</p> <p><b>Appoint the Chairman of the Meeting (Chair)</b> OR if you are not appointing the Chairman of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p><b>The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.</b>                  Unless indicated otherwise by ticking the "for," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.</p>

STEP 2: Your Voting Direction	<b>Resolutions</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
	1. Issue of Shares and Options to New Azilian Pty Ltd – Restructure Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><i>Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.</i></p>				

STEP 3: Sign Here + Contact Details	<b>SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED</b>		
	Individual or Securityholder 1	Securityholder 2	Securityholder 3
	Sole Director and Sole Company Secretary	Director	Director / Company Secretary
	Contact Name:		
Email Address:			
Contact Daytime Telephone	Date (DD/MM/YY)		
	<input type="text"/> / <input type="text"/> / <input type="text"/>		
By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).			