

WESTERN ASSET INTERMEDIATE MUNI FUND INC.

Form N-CSR

January 25, 2016

[Table of Contents](#)

**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**FORM N-CSR**

**CERTIFIED SHAREHOLDER REPORT OF REGISTERED**

**MANAGEMENT INVESTMENT COMPANIES**

**Investment Company Act file number 811-06506**

**Western Asset Intermediate Muni Fund Inc.**

**(Exact name of registrant as specified in charter)**

**620 Eighth Avenue, 49<sup>th</sup> Floor, New York, NY 10018**

**(Address of principal executive offices) (Zip code)**

**Robert I. Frenkel, Esq.**

**Legg Mason & Co., LLC**

**100 First Stamford Place**

**Stamford, CT 06902**

**(Name and address of agent for service)**

**Registrant's telephone number, including area code: (888) 777-0102**

**Date of fiscal year end: November 30**

**Date of reporting period: November 30, 2015**

**Table of Contents**

ITEM 1. REPORT TO STOCKHOLDERS.

The **Annual** Report to Stockholders is filed herewith.

**Table of Contents**

Annual Report

November 30, 2015

WESTERN ASSET  
INTERMEDIATE MUNI  
FUND INC. (SBI)

INVESTMENT PRODUCTS: NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

## Table of Contents

<b>What's inside</b>	
<a href="#">Letter from the chairman</a>	II
<a href="#">Investment commentary</a>	III
<a href="#">Fund overview</a>	1
<a href="#">Fund at a glance</a>	5
<a href="#">Spread duration</a>	6
<a href="#">Effective duration</a>	7
<a href="#">Schedule of investments</a>	8
<a href="#">Statement of assets and liabilities</a>	15
<a href="#">Statement of operations</a>	16
<a href="#">Statements of changes in net assets</a>	17
<a href="#">Statement of cash flows</a>	18
<a href="#">Financial highlights</a>	19
<a href="#">Notes to financial statements</a>	21
<a href="#">Report of independent registered public accounting firm</a>	32
<a href="#">Board approval of management and subadvisory agreements</a>	33
<a href="#">Additional information</a>	39
<a href="#">Annual chief executive officer and principal financial officer certifications</a>	45
<a href="#">Other shareholder communications regarding accounting matters</a>	46
<a href="#">Dividend reinvestment plan</a>	47
<a href="#">Important tax information</a>	49
<b>Fund objective</b>	

The Fund's investment objective is to provide common shareholders a high level of current income exempt from regular federal income taxes\* consistent with prudent investing.

Under normal market conditions, the Fund will invest at least 80% of its total assets in municipal obligations that are, at the time of investment, rated investment grade by a nationally recognized statistical rating organization or, if unrated, of equivalent quality as determined by the investment manager. The Fund also maintains a dollar-weighted average effective maturity of between three and ten years.

## Letter from the chairman

### Dear Shareholder,

We are pleased to provide the annual report of Western Asset Intermediate Muni Fund Inc. for the twelve-month reporting period ended November 30, 2015. Please read on for a detailed look at prevailing economic and market conditions during the Fund's reporting period and to learn how those conditions have affected Fund performance.

I am pleased to introduce myself as the new Chairman, President and Chief Executive Officer of the Fund, succeeding Kenneth D. Fuller. I am honored to have been appointed to my new role. During my 27 year career with Legg Mason, I have seen the investment management industry evolve and expand. Throughout these changes, maintaining an unwavering focus on our shareholders and their needs has remained paramount.

As always, we remain committed to providing you with excellent service and a full spectrum of investment choices. We also remain committed to supplementing the support you receive from your financial advisor. One way we accomplish this is through our website, [www.lmcef.com](http://www.lmcef.com). Here you can gain immediate access to market and investment information, including:

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Fund prices and performance,

Market insights and commentaries from our portfolio managers, and

A host of educational resources.

We look forward to helping you meet your financial goals.

Sincerely,

Jane Trust, CFA

Chairman, President and Chief Executive Officer

December 31, 2015

\* Certain investors may be subject to the federal alternative minimum tax ( AMT ), and state and local taxes will apply. Capital gains, if any, are fully taxable.  
Please consult your personal tax or legal adviser.

II Western Asset Intermediate Muni Fund Inc.

**Table of Contents**

## Investment commentary

### Economic review

The pace of U.S. economic activity was mixed during the twelve months ended November 30, 2015 (the reporting period). Looking back, the U.S. Department of Commerce's revised figures showed that fourth quarter 2014 U.S. gross domestic product (GDP) growth was 2.1%. First quarter 2015 GDP growth then moderated to 0.6%. This was attributed to a number of factors, including a deceleration in personal consumption expenditures (PCE), along with negative contributions from exports, nonresidential fixed investment, and state and local government spending. Economic activity then accelerated, as second quarter 2015 GDP growth was 3.9%. The upturn was driven by increasing exports, accelerating PCE, declining imports, expanding state and local government spending, and rising nonresidential fixed investment. The U.S. Department of Commerce's final reading for third quarter 2015 GDP growth released after the reporting period ended was 2.0%. Decelerating growth was primarily due to a downturn in private inventory investment and decelerations in exports, PCE, nonresidential fixed investment, state and local government spending, and residential fixed investment.

The labor market significantly improved and was a tailwind for the economy during the reporting period. When the period began, unemployment was 5.6%, as reported by the U.S. Department of Labor. By November 2015, unemployment was 5.0%, equaling its lowest level since April 2008.

The Federal Reserve Board (Fed) maintained the federal funds rate<sup>iii</sup> at a historically low range between zero and 0.25% during the twelve months ended November 30, 2015. However, at its meeting that ended on December 16, 2015, after the reporting period ended, the Fed raised the federal funds rate for the first time since 2006. In particular, the U.S. central bank raised the federal funds rate to a range between 0.25% and 0.50%. At its meeting that concluded on October 28, 2015, the Fed said, "In determining whether it will be appropriate to raise the target range at its next meeting, the Committee will assess progress both realized and expected toward its objectives of maximum employment and 2 percent inflation." However, in its official statement after the December meeting, the Fed said, "The stance of monetary policy remains accommodative after this increase, thereby supporting further improvement in labor market conditions and a return to 2 percent inflation." The Committee expects that economic conditions will evolve in a manner that will warrant only gradual increases in the federal funds rate; the federal funds rate is likely to remain, for some time, below levels that are expected to prevail in the longer run.

As always, thank you for your confidence in our stewardship of your assets.

Sincerely,

Jane Trust, CFA

Chairman, President and Chief Executive Officer

December 31, 2015

All investments are subject to risk including the possible loss of principal. Past performance is no guarantee of future results.

**Table of Contents**

Investment commentary (cont d)

<sup>i</sup> Gross domestic product ( GDP ) is the market value of all final goods and services produced within a country in a given period of time.

<sup>ii</sup> The Federal Reserve Board ( Fed ) is responsible for the formulation of U.S. policies designed to promote economic growth, full employment, stable prices and a sustainable pattern of international trade and payments.

<sup>iii</sup> The federal funds rate is the rate charged by one depository institution on an overnight sale of immediately available funds (balances at the Federal Reserve) to another depository institution; the rate may vary from depository institution to depository institution and from day to day.

IV Western Asset Intermediate Muni Fund Inc.



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**Table of Contents**

## Fund overview

### Q. What is the Fund's investment strategy?

A. The Fund's investment objective is to provide common shareholders a high level of current income exempt from regular federal income taxes consistent with prudent investing. Under normal market conditions, the Fund invests at least 80% of its total assets in municipal obligations. The Fund also maintains a dollar-weighted average effective maturity of between three and ten years. Under normal market conditions, the Fund will invest at least 80% of its total assets in debt securities that are, at the time of investment, rated investment grade by a nationally recognized statistical rating organization (NRSRO) or, if unrated, of equivalent quality as determined by the investment manager. In addition, up to 20% of the Fund's total assets may be invested in debt securities that are, at the time of investment, rated below investment grade (commonly known as high yield or junk bonds) by an NRSRO or, if unrated, of equivalent quality as determined by the investment manager. The Fund may use a variety of derivative instruments as part of its investment strategy or for hedging and/or risk management purposes.

At Western Asset Management Company (Western Asset), the Fund's subadviser, we utilize a fixed-income team approach, with decisions derived from interaction among various investment management sector specialists. The sector teams are comprised of Western Asset's senior portfolio management personnel, research analysts and an in-house economist. Under this team approach, management of client fixed-income portfolios will reflect a consensus of interdisciplinary views within the Western Asset organization. The individuals responsible for development of investment strategy, day-to-day portfolio management, oversight and coordination of the Fund are S. Kenneth Leech, Robert E. Amodeo, David T. Fare and Dennis J. McNamara.

### Q. What were the overall market conditions during the Fund's reporting period?

A. Most spread sectors (non-Treasuries) posted positive returns, but generated mixed results versus equal-duration<sup>i</sup> Treasuries over the twelve months ended November 30, 2015. The fixed income market was volatile at times given fluctuating global economic data, uncertainties regarding future Federal Reserve Board (Fed) monetary policy and a number of geopolitical issues. Assuming greater risk was generally not rewarded during the reporting period.

Both short- and long-term Treasury yields moved higher during the twelve months ended November 30, 2015. Two-year Treasury yields rose from 0.47% at the beginning of the period to 0.94% at the end of the period. Their peak of 0.94% occurred on November 23 and on November 30, 2015, and they were as low as 0.44% on January 15, 2015. Ten-year Treasury yields were 2.18% at the beginning of the period and ended the period at 2.21%. Their peak of 2.50% was on June 10, 2015 and their low of 1.68% occurred at the end of January and early February 2015.

The municipal bond market outperformed its taxable bond counterpart during the twelve-month reporting period. Over that time, the Barclays Municipal Bond Index<sup>iii</sup> and the Barclays U.S. Aggregate Index<sup>iv</sup> returned 3.10% and 0.97%, respectively. The overall

**Table of Contents****Fund overview (cont d)**

creditworthiness of the municipal bond market has improved as the U.S. economy continues to expand, resulting in a better labor market and higher consumer confidence levels. After lagging the overall taxable bond market during five of the first six months of the reporting period, the municipal market outperformed over the final six months of the period.

**Q. How did we respond to these changing market conditions?**

**A.** There were several changes to the Fund during the reporting period. We reduced the Fund's overall risk exposure by opportunistically selling securities that we believe were fully valued, replacing them with ones that offered better upside potential. In addition, we had a portion of the Fund's portfolio pre-refunded. This acts to dampen the Fund's overall sensitivity to interest rates. The Fund employed the use of short U.S. Treasury futures during the reporting period to manage duration. This strategy slightly detracted from the Fund's performance.

During the reporting period, we utilized leverage in the Fund. This contributed to performance given the municipal market's positive results. We ended the period with leverage from preferred shares as a percentage of gross assets of roughly 25%.

**Performance review**

For the twelve months ended November 30, 2015, Western Asset Intermediate Muni Fund Inc. returned 6.52% based on its net asset value (NAV) and 7.73% based on its New York Stock Exchange Amex (NYSE Amex) market price per share. The Fund's unmanaged benchmark, the Barclays 1-15 Year Municipal Bond Index<sup>vi</sup>, returned 2.56% for the same period. The Lipper Intermediate Municipal Debt Closed-End Funds Category Average<sup>vii</sup> returned 3.91% over the same time frame. Please note that Lipper performance returns are based on each fund's NAV.

Certain investors may be subject to the federal alternative minimum tax, and state and local taxes will apply. Capital gains, if any, are fully taxable. Please consult your personal tax or legal adviser.

During the twelve-month period, the Fund made distributions to common stock shareholders totaling \$0.48 per share.\* The performance table shows the Fund's twelve-month total return based on its NAV and market price as of November 30, 2015. **Past performance is no guarantee of future results.**

**Performance Snapshot as of November 30, 2015**

Price Per Share	12-Month Total Return
\$10.47 (NAV)	6.52% **
\$10.06 (Market Price)	7.73%

**All figures represent past performance and are not a guarantee of future results.**

**Total returns are based on changes in NAV or market price, respectively. Returns reflect the deduction of all Fund expenses, including management fees, operating expenses, and other Fund expenses. Returns do not reflect the deduction of brokerage commissions or taxes that investors may pay on distributions or the sale of shares.**

**Total return assumes the reinvestment of all distributions at NAV.**

\*For the tax character of distributions paid during the fiscal year ended November 30, 2015, please refer to page 30 of this report.

\*\*The total return based on NAV reflects the impact of the tender and repurchase by the Fund of a portion of its Auction Rate Cumulative Preferred Stock at 90% of the per share liquidation preference. Absent this transaction, the total return based on NAV would have been 3.17%.



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## **Table of Contents**

**Total return assumes the reinvestment of all distributions in additional shares in accordance with the Fund's Dividend Reinvestment Plan.**

### **Q. What were the leading contributors to performance?**

**A.** The Fund outperformed the benchmark during the reporting period. The largest contributor to the Fund's relative performance was its tender and repurchase of approximately 95% of the Fund's outstanding Auction Rate Cumulative Preferred Stock at 90% of the per share liquidation preference.

The Fund's duration and yield curve<sup>u</sup> positioning were positive for performance. Having a duration that was longer than that of the benchmark was rewarded. From a yield curve perspective, overweights to the ten to twenty year portions of the municipal yield curve were beneficial for performance.

From a sector perspective, overweights and security selection in the Industrial Revenue and Health Care sectors were additive for results. Security selection in the Power sector, coupled with an underweight to Pre-Refunded bonds, also enhanced the Fund's performance.

### **Q. What were the leading detractors from performance?**

**A.** The largest detractor from the Fund's relative performance during the reporting period was its Treasury futures position. Elsewhere, security selection in the Transportation, Education and Special Tax Obligation sectors modestly detracted from performance.

### **Looking for additional information?**

The Fund is traded under the symbol SBI and its closing market price is available in most newspapers under the NYSE Amex listings. The daily NAV is available on-line under the symbol XSBIX on most financial websites. *Barron's* and the *Wall Street Journal's* Monday edition both carry closed-end fund tables that provide additional information. In addition, the Fund issues a quarterly press release that can be found on most major financial websites as well as [www.lmcef.com](http://www.lmcef.com).

In a continuing effort to provide information concerning the Fund, shareholders may call 1-888-777-0102 (toll free), Monday through Friday from 8:00 a.m. to 5:30 p.m. Eastern Time, for the Fund's current NAV, market price and other information.

Thank you for your investment in Western Asset Intermediate Muni Fund Inc. As always, we appreciate that you have chosen us to manage your assets and we remain focused on achieving the Fund's investment goals.

Sincerely,

Western Asset Management Company

December 21, 2015

***RISKS:** The Fund's investments are subject to interest rate and credit risks. As interest rates rise, bond prices fall, reducing the value of the fixed-income securities held by the Fund. Lower-rated, higher-yielding bonds, known as junk bonds, are subject to greater credit risk, including the risk of default, than higher-rated obligations. Municipal securities purchased by the Fund may be adversely affected by changes in the financial condition of municipal issuers and insurers, regulatory and political developments, uncertainties and public perceptions, and other factors. The Fund may use derivatives, such as options and futures, which can be illiquid, may disproportionately*

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**Table of Contents**

## Fund overview (cont d)

*increase losses, and have a potentially large impact on Fund performance.*

The mention of sector breakdowns is for informational purposes only and should not be construed as a recommendation to purchase or sell any securities. The information provided regarding such sectors is not a sufficient basis upon which to make an investment decision. Investors seeking financial advice regarding the appropriateness of investing in any securities or investment strategies discussed should consult their financial professional. Portfolio holdings are subject to change at any time and may not be representative of the portfolio managers' current or future investments. The Fund's portfolio composition is subject to change at any time.

All investments are subject to risk including the possible loss of principal. Past performance is no guarantee of future results. All index performance reflects no deduction for fees, expenses or taxes. Please note that an investor cannot invest directly in an index.

The information provided is not intended to be a forecast of future events, a guarantee of future results or investment advice. Views expressed may differ from those of the firm as a whole.

- <sup>i</sup> Duration is the measure of the price sensitivity of a fixed-income security to an interest rate change of 100 basis points. Calculation is based on the weighted average of the present values for all cash flows.
  
- <sup>ii</sup> The Federal Reserve Board ( Fed ) is responsible for the formulation of U.S. policies designed to promote economic growth, full employment, stable prices, and a sustainable pattern of international trade and payments.
  
- <sup>iii</sup> The Barclays Municipal Bond Index is a market value weighted index of investment grade municipal bonds with maturities of one year or more.
  
- <sup>iv</sup> The Barclays U.S. Aggregate Index is a broad-based bond index comprised of government, corporate, mortgage- and asset-backed issues, rated investment grade or higher, and having at least one year to maturity.
  
- <sup>v</sup> Net asset value ( NAV ) is calculated by subtracting total liabilities, including liabilities associated with financial leverage (if any) from the closing value of all securities held by the Fund (plus all other assets) and dividing the result (total net assets) by the total number of the common shares outstanding. The NAV fluctuates with changes in the market prices of securities in which the Fund has invested. However, the price at which an investor may buy or sell shares of the Fund is the Fund's market price as determined by supply of and demand for the Fund's shares.
  
- <sup>vi</sup> The Barclays 1-15 Year Municipal Bond Index is a market value weighted index of investment grade (Baa3/BBB- or higher) fixed-rate municipal bonds with maturities of one to fifteen years.
  
- <sup>vii</sup> Lipper, Inc., a wholly-owned subsidiary of Reuters, provides independent insight on global collective investments. Returns are based on the twelve-month period ended November 30, 2015, including the reinvestment of all distributions, including returns of capital, if any, calculated among the 10 funds in the Fund's Lipper category.
  
- <sup>viii</sup> The yield curve is the graphical depiction of the relationship between the yield on bonds of the same credit quality but different maturities.

**Table of Contents**

**Fund at a glance** (unaudited)

**Investment breakdown** (%) as a percent of total investments

The bar graph above represents the composition of the Fund's investments as of November 30, 2015 and November 30, 2014 and does not include derivatives, such as futures contracts. The Fund is actively managed. As a result, the composition of the Fund's investments is subject to change at any time.

**Table of Contents**

## Spread duration (unaudited)

**Economic exposure** November 30, 2015

**Total Spread Duration**

SBI 5.16 years

Benchmark 4.79 years

Spread duration measures the sensitivity to changes in spreads. The spread over Treasuries is the annual risk-premium demanded by investors to hold non-Treasury securities. Spread duration is quantified as the % change in price resulting from a 100 basis points change in spreads. For a security with positive spread duration an increase in spreads would result in a price decline and a decline in spreads would result in a price increase. This chart highlights the market sector exposure of the Fund's sectors relative to the selected benchmark sectors as of the end of the reporting period.

Benchmark Barclays Municipal 1-15 Year Bond Index

SBI Western Asset Intermediate Muni Fund Inc.

6 Western Asset Intermediate Muni Fund Inc. 2015 Annual Report

**Table of Contents**

## Effective duration (unaudited)

**Interest rate exposure** November 30, 2015

**Total Effective Duration**

SBI 5.00 years

Benchmark 4.87 years

Effective duration measures the sensitivity to changes in relevant interest rates. Effective duration is quantified as the % change in price resulting from a 100 basis points change in interest rates. For a security with positive effective duration, an increase in interest rates would result in a price decline and a decline in interest rates would result in a price increase. This chart highlights the interest rate exposure of the Fund's sectors relative to the selected benchmark sectors as of the end of the reporting period.

Benchmark Barclays Municipal 1-15 Year Bond Index

SBI Western Asset Intermediate Muni Fund Inc.



**Table of Contents****Schedule of investments**

November 30, 2015

**Western Asset Intermediate Muni Fund Inc.**

	Rate	Maturity Date	Face Amount	Value
<b>Security</b>				
<b>Municipal Bonds 131.9%</b>				
<i>Alabama 1.1%</i>				
Jefferson County, AL, Sewer Revenue, Subordinated Lien Warrants	5.000%	10/1/21	\$ 1,500,000	\$ 1,644,120
<i>Arizona 4.1%</i>				
Navajo Nation, AZ, Revenue	5.000%	12/1/25	250,000	270,643 <sup>(a)</sup>
Phoenix, AZ, Civic Improvement Corp., Wastewater System Revenue, Junior Lien	5.000%	7/1/27	1,000,000	1,202,180
Pinal County, AZ, Electric District No. 3 Revenue	4.000%	7/1/23	1,000,000	1,094,540
Pinal County, AZ, Electric District No. 3 Revenue	5.000%	7/1/24	1,760,000	2,024,299
Pinal County, AZ, Electric District No. 3 Revenue	5.000%	7/1/25	1,280,000	1,470,758
<i>Total Arizona</i>				<i>6,062,420</i>
<i>California 18.3%</i>				
Anaheim, CA, Public Financing Authority Lease Revenue	5.000%	5/1/26	2,000,000	2,373,780
Bay Area Toll Authority, CA, Toll Bridge Revenue, San Francisco Bay Area	1.110%	4/1/24	2,000,000	1,980,780 <sup>(b)(c)</sup>
California State PCFA, Water Furnishing Revenue	5.000%	7/1/27	2,000,000	2,210,720 <sup>(a)(d)</sup>
California State, GO	0.834%	12/1/17	1,500,000	1,502,775 <sup>(b)(c)</sup>
California Statewide CDA Revenue, Lodi Memorial Hospital, CMI	5.000%	12/1/22	2,000,000	2,159,240
California Statewide CDA, Student Housing Revenue, Provident Group-Pomona Properties LLC	5.600%	1/15/36	565,000	568,254
Long Beach, CA, Bond Finance Authority Lease Revenue	5.000%	8/1/31	1,855,000	2,047,957
Los Angeles County, CA, Public Works Financing Authority, Lease Revenue:				
Multiple Capital Project II	5.000%	8/1/21	1,000,000	1,184,490
Multiple Capital Project II	5.000%	8/1/22	1,000,000	1,202,090
M-S-R Energy Authority, CA, Gas Revenue	6.125%	11/1/29	3,000,000	3,872,910
Modesto, CA, Irrigation District Electric Revenue	5.000%	7/1/24	4,130,000	4,754,910
Modesto, CA, Irrigation District Electric Revenue	5.000%	7/1/25	2,000,000	2,296,940
River Islands, CA, Public Financing Authority Special Tax, Community Facilities District No. 2003-1				

**"Eligible Institution"** means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of a Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange, Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks or trust companies in the United States.

**"Expiry Date"** means April 26, 2010, or any subsequent date set out in any notice of Kinross extending the period during which the Underworld Shares may be deposited under the Offer; provided that, if such day is not a business day, then the Expiry Date shall be the next business day.

**"Expiry Time"** means 5:00 p.m. (Vancouver time) on the Expiry Date or such other time as is set out in a notice of variation of the Offer issued at any time and from time to time. See Section 6 of the Offer to Purchase, "Extensions, Variations and Changes to the Offer".

"**forward-looking statements**" has the meaning given to it in "Statements Regarding Forward-Looking Information".

"**fully-diluted basis**" means, with respect to the number of outstanding Underworld Shares at any time, the number of Underworld Shares that would be outstanding if all rights to acquire Underworld Shares were exercised, including for greater certainty, all Underworld Shares issuable upon the exercise of Underworld Options and Underworld Warrants, whether vested or unvested, but excluding Underworld Shares issuable on exercise of the Underworld Options held by the Locked-Up Shareholders.

"**Governmental Entity**" means: (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, board, or authority of any of the foregoing; (c) any self-regulatory authority; (d) the TSX; (e) the TSX-V; or (f) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Holder**" or "**Holders**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations – General".

"**including**" (or "**includes**") means including (or includes) without limitation.

"**Information Agent**" means Kingsdale Shareholder Services Inc.

"**IRS**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations – Certain United States Federal Income Tax Considerations".

"**Kinross**" means Kinross Gold Corporation, a corporation existing under the OBCA and, where the context requires, its subsidiaries.

"**Kinross Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, capitalization or financial condition (including cash resources) or prospects of Kinross and its subsidiaries taken as a whole, other than changes, effects, events, occurrences or states of facts relating solely to (a) any change, effect, event, occurrence or state of facts relating to the North American economy or securities markets in general, (b) changes affecting the global mining industry generally, (c) any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof, (d) any change in the market price of gold or (e) any change in the market price or trading volume of the Kinross Shares related to the Support Agreement and the Offer or the announcement thereof, or primarily resulting from a change, effect, event, occurrence or state of facts excluded from this definition of Kinross Material Adverse Effect under clauses (a), (b), (c) or (d) hereof; provided, however, that such change, effect, event, occurrence or state of facts referred to in clause (a), (b), (c) or (d) above does not primarily relate only to (or have the effect of primarily relating only to) Kinross and its subsidiaries, taken as a whole, or disproportionately adversely affect Kinross and its subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which Kinross and its subsidiaries operate.

"**Kinross Share**" means a common share in the capital of Kinross.

"**Kinross Share Reference Price**" means the volume-weighted average trading price on the TSX of the Kinross Shares over the five business days ending one business day before the Expiry Date.

"**laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law, orders, ordinances, judgments, decrees or other requirements and the terms and conditions of any grant of approval, permission, authority or licence of or from any Governmental Entity and the term "**applicable**" with respect to such laws and in a context that refers to one or more parties, means such laws as are applicable to such party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the party or parties or its or their business, undertaking, property or securities.

"**Letter of Transmittal**" means the letter of acceptance and transmittal in the form accompanying the Offer and Circular (printed on yellow paper).

"**Lock-Up Agreements**" means the lock-up agreements dated March 15, 2010 between Kinross, on one hand, and each of the Locked-Up Shareholders, on the other, as amended from time to time.

"**Locked-Up Shareholders**" means the directors and senior management of the Company, being Darryl Cardey, Janice Davies, Marcel H. de Groot, Adrian Fleming, Christopher Herald, Robert McLeod, Cale Moodie, Jeffrey Sundar and Michael Williams, who together hold 3,586,300 Underworld common shares and 2,775,000 Underworld Options;.

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

"**Minimum Tender Condition**" means that there will have been validly deposited under the Offer and not withdrawn at the Expiry Time that number of Underworld Shares

which, together with any Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 66<sup>2</sup>/<sub>3</sub>% of the Underworld Shares outstanding (calculated on a fully-diluted basis) at the Expiry Time.

"**NI 43-101**" means National Instrument 43-101 *Standards of Disclosure for Mineral Projects*.

"**Non-Resident Holder**" or "**Non-Resident Holders**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations - Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada".

"**Notice of Guaranteed Delivery**" means the notice of guaranteed delivery (printed on green paper) in the form accompanying the Offer and Circular.

"**NYSE**" means the New York Stock Exchange.

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended.

"**Offer**" means Kinross' offer to purchase the Underworld Shares made hereby, the terms and conditions of which are set forth in the Offer to Purchase, the Circular, the Letter of Transmittal, and the Notice of Guaranteed Delivery.

"**Offer and Circular**" means the Offer to Purchase and the Circular, collectively.

"**Offer to Purchase**" means the offer to purchase Underworld Shares as described herein.

"**Offered Consideration**" means 0.141 of a Kinross Share plus Cdn.\$0.01 for each Underworld Share.

"**Offeror**" means Kinross.

"**Offeror's Notice**" has the meaning given to it in Section 8 of the Circular, "Acquisition of Underworld Shares Not Deposited – Compulsory Acquisition".

"**Option Exchange Ratio**" means 0.141.

"**person**" includes an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"**PFIC**" means a "passive foreign investment company" within the meaning of Section 1297 of the Code.

"**Proposed Agreement**" means any agreement, other than confidentiality and standstill agreement, with any person providing for or to facilitate any Acquisition Proposal.

"**Proposed Amendments**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations – General".

"**Purchased Securities**" has the meaning given to it in Section 5 of the Offer to Purchase, "Manner of Acceptance – Power of Attorney".

"**Replacement Option**" has the meaning given to it in Section 6 of the Circular, "Purpose of the Offer and Kinross' Plans for Underworld – Treatment of Underworld Options and Underworld Warrants".

"**Resident Holder**" or "**Resident Holders**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada".

"**SEC**" means the United States Securities and Exchange Commission.

"**Shareholder**" means a holder of Underworld Shares.

"**Soliciting Dealer Group**" has the meaning given to it in "Summary of the Offer – Dealer Managers and Soliciting Dealer Group and Information Agent".

"**Soliciting Dealer**" has the meaning given to it in Section 19 of the Circular, "Dealer Managers and Soliciting Dealer Group".

"**Subsequent Acquisition Transaction**" has the meaning given to it in Section 8 of the Circular, "Acquisition of Underworld Shares Not Deposited Subsequent Acquisition Transaction".

"**subsidiary**" means, with respect to a specified body corporate, any body corporate of which 50% or more of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary.

**"Superior Proposal"** means an unsolicited bona fide Acquisition Proposal made by a third party to Underworld in writing after the date hereof: (i) to purchase or otherwise acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, all of the Underworld Shares and offering or making available the same consideration in form and amount per Underworld Share to be purchased or otherwise acquired; (ii) that is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (iii) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the board of directors, acting in good faith (after receipt of advice from its financial advisors and outside legal counsel), will be obtained; (iv) which is not subject to a due diligence and/or access condition; (v) that did not result from a breach of the Support Agreement by Underworld or its representatives; and (vi) in respect of which the board of directors determines in good faith (after receipt of advice from its outside legal counsel with respect to (x) below and financial advisors with respect to (y) below) that (x) failure to recommend such Acquisition Proposal to Shareholders would be inconsistent with its fiduciary duties and (y) which 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 non-completion), result in a transaction more favourable to Shareholders from a financial point of view than the Offer (including any adjustment to the terms and conditions of the Offer proposed by Kinross pursuant to the Support Agreement).

**"Support Agreement"** means the support agreement dated March 15, 2010 between Kinross and Underworld, providing, among other things, for the making of the Offer and the agreement of Underworld to support the Offer.

**"Take-Up Date"** means a date upon which Kinross takes up or acquires Underworld Shares under the Offer.

**"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

**"Tax Election"** has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations Certain Canadian Federal Income Tax Considerations Holders Resident in Canada Resident Holders who Accept the Offer".

**"taxable capital gain"** has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations Certain Canadian Federal Income Tax Considerations Holders Resident in Canada Taxation of Capital Gains and Losses".

**"Termination Fee"** has the meaning given to it in Section 4 of the Circular, "Background to the Offer Support Agreement Termination Payments".

**"trading day"** means any day on which trading occurs on the TSX, TSX-V or NYSE, as applicable.

**"TSX"** means the Toronto Stock Exchange.

**"TSX-V"** means the TSX Venture Exchange.

**"U.S. Exchange Act"** means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**U.S. Holder**" has the meaning given to it in Section 17 of the Circular, "Certain Tax Considerations - Certain United States Federal Income Tax Considerations".

"**Underworld**" means Underworld Resources Inc., a corporation existing under the BCBCA and, where the context requires, its subsidiaries.

"**Underworld Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that is, or would reasonably be expected to be, material and adverse to: (x) the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, capitalization or financial condition (including cash resources) or prospects of Underworld and its subsidiaries taken as a whole; or (y) the continued ownership, development and operation of the Yukon



Properties, in either case, other than changes, effects, events, occurrences or states of facts relating solely to (a) any change, effect, event, occurrence or state of facts relating to the North American economy or securities markets in general, (b) changes affecting the global mining industry generally, (c) any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof, (d) any change in the market price of gold, or (e) any change in the market price or trading volume of the Underworld Shares related to the Support Agreement and the Offer or the announcement thereof, or primarily resulting from a change, effect, event, occurrence or state of facts excluded from this definition of Underworld Material Adverse Effect under clauses (a), (b), (c) or (d) hereof; provided, however, that such change, effect, event, occurrence or state of facts referred to in clause (a), (b), (c) or (d) above does not primarily relate only to (or have the effect of primarily relating only to) Underworld and its subsidiaries, taken as a whole, or disproportionately adversely affect Underworld and its subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which Underworld and its subsidiaries operate.

**"Underworld Option"** means an option to purchase Underworld Shares granted under the Underworld Stock Option Plan.

**"Underworld Share"** means a common share in the capital of Underworld.

**"Underworld Stock Option Plan"** means the stock option plan of Underworld dated December 15, 2006, as reapproved by the Shareholders on March 17, 2009.

**"Underworld Warrants"** means each of the common share purchase warrants issued by Underworld, including in particular: (a) the warrants issued on October 16, 2008 with an exercise price of \$0.55 per share and an expiry date of October 30, 2010; (b) the warrants issued November 5, 2008 with an exercise price of \$0.55 per share and an expiry date of November 5, 2010; (c) the warrants issued February 27, 2009 with an exercise price of \$0.40 per share and an expiry date of February 27, 2011; (d) the warrants issued June 19, 2009 with an exercise price of \$1.50 per share and an expiry date of June 19, 2010; (e) the warrants issued June 19, 2009 with an exercise price of \$1.60 per share and an expiry date of June 19, 2010; and (f) the warrants issued June 19, 2009 with an exercise price of \$1.65 and an expiry date of June 19, 2010.

**"Yukon Properties"** means all of Underworld's properties located in the Yukon Territory together with (a) all privileges, rights, easements and appurtenances both at law and equity belonging to or for the benefit of such properties, including means of access between such properties and a public way and (b) all rights associated with the ownership, development or operation of such properties, including mineral interests and rights (including any claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights).

## SUMMARY OF THE OFFER

This summary highlights information more fully discussed elsewhere in the Offer and Circular. This summary is not intended to be complete and is qualified by reference to the more detailed information contained in those documents. Shareholders are urged to read the more detailed information about Kinross, the Offer and the Kinross Shares provided elsewhere in the Offer and Circular and in the documents incorporated by reference. Capitalized terms used in this summary, where not otherwise defined herein, are defined in the Section entitled "Glossary" above.

### The Offer

The Offeror is offering, upon the terms and subject to the conditions of the Offer, to purchase all of the issued and outstanding Underworld Shares, other than any Underworld Shares owned directly or indirectly by the Offeror, and including any Underworld Shares that may become issued and outstanding after the date of this Offer but prior to the Expiry Time upon the conversion, exchange or exercise of any securities of Underworld that are convertible into or exchangeable or exercisable for Underworld Shares, on the basis of 0.141 of a Kinross Share plus Cdn.\$0.01.

The Offer is made only for Underworld Shares and is not made for any Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares. Any holder of Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares who wishes to accept the Offer should, to the extent permitted by their terms and applicable law, fully exercise or exchange their Underworld Options, Underworld Warrants or other rights in order to obtain certificates representing Underworld Shares that may be deposited in accordance with the terms of the Offer.

See Section 1 of the Offer to Purchase, "The Offer".

### Kinross

Kinross is a company principally engaged in the mining and processing of gold and, as a by-product, silver ore and the exploration for, and the acquisition of, gold bearing properties in North and South America and the Russian Federation. The principal products of Kinross are gold and silver produced in the form of doré that is shipped to refineries for final processing. The Kinross Shares are listed on the TSX under the symbol "K" and on the NYSE under the symbol "KGC".

Kinross is a reporting issuer or the equivalent in all provinces of Canada and files its continuous disclosure documents with the relevant Canadian securities regulatory authorities. Such documents are available at [www.sedar.com](http://www.sedar.com). Kinross is also an SEC registrant and, accordingly, files with or furnishes to the SEC certain documents. Such documents are available at [www.sec.gov](http://www.sec.gov).

See Section 1 of the Circular, "Kinross".

### Underworld

Underworld is a mineral exploration company governed by the BCBCA and is engaged in the acquisition, exploration and development of mineral properties. Underworld currently directly or indirectly holds or has the right to acquire interests in a number of mineral properties in the Yukon Territory. In particular, Underworld is focusing substantially all of its resources on the Yukon Properties.

The Underworld Shares are listed and posted for trading on the TSX-V under the symbol "UW".

Underworld is a reporting issuer or the equivalent thereof in the provinces of British Columbia, Alberta, Ontario and the Northwest Territories and files its continuous disclosure documents with the relevant Canadian securities regulatory authorities. Such documents are available at [www.sedar.com](http://www.sedar.com).

See Section 2 of the Circular, "Underworld".

### **Purpose of the Offer**

The purpose of the Offer is to enable Kinross to acquire all of the outstanding Underworld Shares.

### **Strategic Rationale for the Proposed Acquisition**

Kinross believes that the successful completion of the Offer and subsequent acquisition of Underworld will add an attractive, early-stage exploration project to Kinross' balanced portfolio of quality assets. For Shareholders, the Offer represents a substantial premium to the pre-announcement trading price of the Underworld Shares. Based on the closing price of the Kinross Shares on the TSX on March 10, 2010, the Offer represented a premium of approximately 36.0% over the closing price of the Underworld Shares on the TSX-V on the same date. The Offer represented a premium of approximately 50.2% based on the volume-weighted average prices of the Underworld Shares and the Kinross Shares on the TSX-V and the TSX, respectively, for the 20 trading days ended March 10, 2010.

These anticipated benefits are based on various assumptions and are subject to various risks. See "Statements Regarding Forward-Looking Information" and Section 7 of the Circular, "Risk Factors Related to the Offer".

### **Conditions of the Offer**

The Offeror reserves the right to withdraw the Offer and not take up, purchase or pay for any Underworld Shares deposited under the Offer unless all of the conditions of the Offer contained in Section 2 of the Offer to Purchase, "Conditions of the Offer", are satisfied or, where permitted, waived at or prior to the Expiry Time. These conditions include, among others, the condition that there being validly deposited under the Offer and not withdrawn at the Expiry Time, such number of Underworld Shares which, together with Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 66<sup>2</sup>/<sub>3</sub>% of the outstanding Underworld Shares (calculated on a fully-diluted basis), and the Support Agreement shall not have been terminated by Kinross or Underworld in accordance with its terms.

See Section 2 of the Offer to Purchase, "Conditions of the Offer", for all of the conditions of the Offer.

### **Time for Acceptance**

The Offer is open for acceptance until 5:00 p.m. (Vancouver time) on April 26, 2010 or until such later time and date to which the Offeror may extend the Expiry Time of the Offer at its discretion unless the Offer is extended or withdrawn by the Offeror. See Section 4 of the Offer to Purchase, "Time for Acceptance".

### **Manner of Acceptance**

Shareholders who wish to accept the Offer and deposit their Underworld Shares must properly complete and execute the accompanying Letter of Transmittal (printed on yellow paper) or a manually signed facsimile thereof and deposit it, together with the certificates representing their Underworld Shares and all other required documents, at the offices of the Depositary in accordance with the instructions in the Letter of Transmittal or request their broker, dealer, commercial bank, trust company or other nominee to effect the transaction on their behalf. Alternatively, Shareholders may: (1) accept the Offer by following the procedures for book-entry transfer of Underworld Shares; or (2) accept the Offer where the certificates representing the Underworld Shares are not immediately available, or if the certificates and all of the required documents cannot be provided to the Depositary before the Expiry Time, by following the procedures for guaranteed delivery, using the accompanying Notice of Guaranteed Delivery (printed on green paper) or a manually signed facsimile thereof. Shareholders whose Underworld

Shares are registered in the name of a nominee should consult their broker, investment dealer, bank, trust company or other nominee for assistance in depositing their Underworld Shares. Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Underworld Shares directly with the Depositary or if they make use of the services of the Dealer Managers or a member of the Soliciting Dealer Group to accept the Offer. See Section 5 of the Offer to Purchase, "Manner of Acceptance".

### **Payment for Deposited Shares**

Upon the terms and subject to the conditions of the Offer, Kinross will take up Underworld Shares validly deposited under the Offer and not withdrawn not later than ten calendar days after the Expiry Time and will pay for the Underworld Shares taken up as soon as possible, but not later than three business days after taking-up the Underworld Shares. Any Underworld Shares deposited under the Offer after the first date on which Underworld Shares have been taken up by Kinross will be taken up and paid for not later than ten days after such deposit. See Section 3 of the Offer to Purchase, "Take-Up and Payment for Deposited Shares".

### **Right to Withdraw Deposited Shares**

Underworld Shares deposited under the Offer may be withdrawn by or on behalf of the depositing Shareholder at any time before the Underworld Shares have been taken up by the Offeror pursuant to the Offer and in the other circumstances discussed in Section 8 of the Offer to Purchase, "Right to Withdraw Deposited Shares".

### **Acquisition of Underworld Shares Not Deposited Under the Offer**

If the conditions of the Offer are satisfied or waived and Kinross takes up and pays for Underworld Shares validly deposited under the Offer, Kinross intends to take such action as is necessary, including effecting a Compulsory Acquisition of those Underworld Shares not deposited under the Offer, causing a special meeting of Shareholders to be called to consider an amalgamation, statutory arrangement, amendment to articles, consolidation, capital reorganization or other transaction involving Underworld and Kinross, or an affiliate of Kinross, for the purpose of enabling Kinross or an affiliate of Kinross to acquire all Underworld Shares not acquired pursuant to the Offer. Kinross intends that the value of the consideration offered per Underworld Share under any Subsequent Acquisition Transaction proposed by it would be equal in value to and in the same form as the consideration paid to Shareholders under the Offer (provided that, in calculating the value of the consideration offered in any Subsequent Acquisition Transaction, each Kinross Share shall be deemed to be at least equal in value to each Kinross Share offered under the Offer). See Section 8 of the Circular, "Acquisition of Underworld Shares Not Deposited".

### **Support Agreement**

On March 15, 2010, Kinross and Underworld entered into the Support Agreement. The Support Agreement sets forth, among other things, the terms and conditions upon which the Offer is to be made by Kinross. Pursuant to the Support Agreement, Underworld agreed to a non-solicitation covenant and to support the Offer, among other things. See Section 4 of the Circular, "Background to the Offer Support Agreement".

### **Lock-Up Agreements**

Pursuant to the Lock-Up Agreements entered into with Kinross, the Locked-Up Shareholders have agreed to deposit under the Offer and not withdraw, subject to certain exceptions, all of the Underworld Shares collectively owned by them, including any Underworld Shares issued on exercise of Underworld Options prior to the Expiry Time. See Section 4 of the Circular, "Background to the Offer Lock-Up Agreements".

### **Recommendation of Board of Directors of Underworld**

Underworld has confirmed in the Support Agreement that the board of directors of Underworld, upon consultation with its financial and legal advisors and on receipt of a recommendation of a special committee of Underworld directors, has unanimously determined that the Offer is fair from a financial point of view to Shareholders (other than Kinross) and is in the best interests of Underworld and the Shareholders (other than Kinross) and, accordingly, has unanimously recommended that Shareholders (other than

Kinross) accept the Offer and deposit their Underworld Shares under the Offer. See Section 3 of the Circular, "Recommendation of the Board of Directors of Underworld".

### **Certain Canadian Federal Income Tax Considerations**

A beneficial holder of Underworld Shares who is resident in Canada, who holds Underworld Shares as capital property and who disposes of such shares to Kinross under the Offer (unless such holder has entered into a joint Tax Election with Kinross to obtain a full or partial tax deferral when available as described in Section 17 of the Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations") will generally realize a capital gain (or capital loss) equal to the amount by which the sum of the fair market value, on the date of disposition, of the Kinross Shares and the Canadian currency received, net of any reasonable costs of disposition, exceeds (or is less than) the aggregate adjusted cost base to the holder of such Underworld Shares.

An Eligible Holder who disposes of Underworld Shares may, depending upon the circumstances, obtain a full or partial tax deferral in respect of a disposition of Underworld Shares by entering into a joint Tax Election with Kinross under section 85 of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation) specifying therein an elected amount in accordance with certain limitations provided for in the Tax Act (and in any applicable provincial tax legislation).

An Eligible Holder interested in making an election should indicate that intention in the Letter of Transmittal in the space provided therein, and a tax instruction letter setting out the procedure for completing the relevant Tax Election forms will be sent to the Eligible Holder at or about the time that the Eligible Holder is sent the portion of the Offered Consideration to which the Eligible Holder is entitled.

Any Eligible Holder that does not ensure that information necessary to make an election has been received in accordance with the procedures set out in the tax instruction letter on or before 90 days after the Expiry Time will not be able to benefit from the tax deferral provisions of the Tax Act (or the corresponding provisions of any applicable provincial tax legislation).

Generally, Shareholders who are non-residents of Canada for the purposes of the Tax Act will not be subject to tax under the Tax Act in respect of any capital gain realized on the sale of Underworld Shares to Kinross under the Offer unless those shares constitute "taxable Canadian property" (within the meaning of the Tax Act) to such Shareholders and the gain is not otherwise exempt from tax under the Tax Act pursuant to an exemption contained in an applicable income tax treaty.

Shareholders should review the more detailed information under Section 17 of the Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations", and consult with their own tax advisors regarding their particular circumstances.

### **Certain United States Federal Income Tax Considerations**

A U.S. Holder who receives Kinross Shares and Canadian currency in exchange for its Underworld Shares pursuant to the Offer should recognize a gain or loss equal to the difference between (i) the sum of the fair market value of the Kinross Shares received and the U.S. dollar value of Canadian currency received, and (ii) such holder's adjusted tax basis in its Underworld Shares.

Underworld has indicated to Kinross that it believes that it likely has been a PFIC in prior taxable years, and likely will be a PFIC for its current taxable year. If Underworld is a PFIC for one or more years during which a U.S. Holder has held Underworld Shares, under the PFIC rules: (i) any gain on the disposition of Underworld Shares pursuant to the Offer will be allocated ratably over such holder's holding period for the Underworld Shares; (ii) the amount allocated to the current taxable year and any year prior to the first year in which Underworld was classified as a PFIC will be taxed as ordinary income in the current year; (iii) the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for



that year; and (iv) an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the other taxable years described in clause (iii) above, which interest charge is not deductible by non-corporate U.S. Holders.

U.S. Holders should review the more detailed information under Section 17 of the Circular, "Certain Tax Considerations – Certain United States Federal Income Tax Considerations", and consult with their own tax advisors regarding their particular circumstances.

### **Risk Factors Related to the Offer**

An investment in Kinross Shares is subject to certain risks. Shareholders should carefully review the risk factors set out in the Offer and Circular before depositing Underworld Shares pursuant to the Offer. See Section 7 of the Circular, "Risk Factors Related to the Offer", and the other information contained in, or incorporated by reference into, the Offer and Circular. Additional risks and uncertainties, including those with respect to the proposed combination of Kinross and Underworld upon successful completion of the Offer (including a Compulsory Acquisition or a Subsequent Acquisition Transaction) may also adversely affect Kinross' business.

### **Depositary and Information Agent**

Kinross has engaged Kingsdale Shareholder Services Inc. to act as Depositary for the receipt of certificates in respect of Deposited Shares and related Letters of Transmittal and Notices of Guaranteed Delivery deposited under the Offer and for the payment for Underworld Shares purchased by Kinross pursuant to the Offer. The Depositary will receive reasonable and customary compensation from Kinross for its services relating to the Offer and will be reimbursed for certain out-of-pocket expenses. Kinross has also agreed to indemnify the Depositary for certain liabilities, including liabilities under securities laws, and expenses in connection with the Offer.

Kinross has also retained Kingsdale Shareholder Services Inc. to act as Information Agent in connection with the Offer to provide a resource for information for Shareholders. The Information Agent will receive reasonable and customary compensation from Kinross for services in connection with the Offer and will be reimbursed for certain out-of-pocket expenses.

### **Dealer Managers and Soliciting Dealer Group**

Kinross has engaged the services of RBC Dominion Securities Inc. as Dealer Manager in Canada and RBC Capital Markets Corporation as Dealer Manager in the United States to solicit acceptances of the Offer. The Dealer Manager has agreed to form a soliciting dealer group (the "**Soliciting Dealer Group**") comprised of members of the Investment Industry Regulatory Organization of Canada and members of the TSX, the TSX-V and the Financial Industry Regulatory Authority to solicit acceptances of the Offer. See Section 19 of the Circular, "Dealer Managers and Soliciting Dealer Group".

## OFFER TO PURCHASE

March 19, 2010

### TO: THE HOLDERS OF COMMON SHARES OF UNDERWORLD

*The accompanying Circular, which is incorporated into and forms part of the Offer to Purchase, contains important information and should be read carefully before making a decision with respect to the Offer. This Offer to Purchase and the Circular constitute the take-over bid circular required under applicable Canadian securities laws. Capitalized terms used in the Offer to Purchase but not otherwise defined herein are defined in the section entitled "Glossary".*

#### 1. The Offer

The Offeror hereby offers to purchase, upon the terms and subject to the conditions of the Offer, all of the issued and outstanding Underworld Shares, other than any Underworld Shares owned directly or indirectly by the Offeror and including any Underworld Shares that may become issued and outstanding after the date of this Offer but prior to the Expiry Time upon the conversion, exchange or exercise of any securities of Underworld that are convertible into or exchangeable or exercisable for Underworld Shares, on the basis of 0.141 of a Kinross Share plus Cdn.\$0.01 in respect of each Underworld Share.

The Offer is made only for Underworld Shares and is not made for any Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares. Any holder of Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares who wishes to accept the Offer should, to the extent permitted by their terms and applicable law, fully exercise or exchange the Underworld Options, Underworld Warrants or other rights in order to obtain certificates representing Underworld Shares that may be deposited in accordance with the terms of the Offer. Any such exercise or exchange must be made sufficiently in advance of the Expiry Date to ensure such holders that they will have certificates representing Underworld Shares available for deposit prior to the Expiry Time or in sufficient time to fully comply with the procedures referred to in Section 5 of this Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery".

Following the Effective Date, provided that the Offeror has taken-up and paid for such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 66<sup>2</sup>/<sub>3</sub>% of the outstanding Underworld Shares (calculated on a fully-diluted basis) and has received all Appropriate Regulatory Approvals, if any holder of Underworld Options does not exercise such options and deposit the resulting Underworld Shares under the Offer prior to the Expiry Time, such Underworld Options shall be exchanged for Replacement Options. See Section 6 of the Circular, "Purpose of the Offer and Kinross' Plans for Underworld Treatment of Underworld Options and Underworld Warrants", and Section 8 of the Circular, "Acquisition of Underworld Shares Not Deposited".

Fractional Kinross Shares will not be issued in connection with the Offer. Where on any Take-Up Date the aggregate number of Kinross Shares to be issued to any Shareholder in exchange for such Shareholder's Underworld Shares would result in a fraction of a Kinross Share being issuable, the number of Kinross Shares to be received by such Shareholder will be rounded down to the nearest whole Kinross Share and, in lieu of a fractional Kinross Share, the Shareholder will receive a cash payment determined on the basis of an amount equal to the Kinross Share Reference Price multiplied by the fractional share amount. All cash payable in lieu of fractional Kinross Shares will be denominated in Canadian dollars.

**The accompanying Circular, which is incorporated into and forms part of the Offer, and the Letter of Transmittal and the Notice of Guaranteed Delivery contain important information that should be read carefully before making a decision with respect to the Offer.**

**2. Conditions of the Offer**

The Offeror shall have the right to withdraw the Offer and shall not be required to take up, purchase or pay for, and shall have the right to extend the period of time during which the Offer is open and postpone taking up

and paying for, any Underworld Shares deposited under the Offer unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

- (a) the Minimum Tender Condition;
- (b) all government or regulatory approvals (including the Appropriate Regulatory Approvals), waiting or suspensory periods, waivers, permits, consents, reviews, orders, rulings, decisions, and exemptions required by law, policy or practice (other than as referred to in paragraph (c) below) (including, those of any provincial securities authorities, stock exchanges or other securities regulatory authorities) in connection with the Offer, any Compulsory Acquisition or any Subsequent Acquisition Transaction, shall have been obtained, received or concluded or, in the case of waiting or suspensory periods, expired or been terminated, each on terms satisfactory to Kinross, in its sole discretion, acting reasonably;
- (c) no act, action, suit or proceeding shall have been taken before or by any Governmental Entity (including, by any individual, company, firm, group or other entity), in Canada or elsewhere, whether or not having the force of law, and no law shall have been proposed, amended, enacted, promulgated or applied, in either case:
  - (i) to cease trade, enjoin, prohibit or impose material limitations, damages or conditions on the purchase by or the sale to the Offeror of the Underworld Shares or the right of the Offeror to own or exercise full rights of ownership of the Underworld Shares; or
  - (ii) which would reasonably be expected to have an Underworld Material Adverse Effect or, if the Offer were consummated, a Kinross Material Adverse Effect; or
  - (iii) which would materially and adversely affect the ability of the Offeror to proceed with the Offer (or any Compulsory Acquisition or any Subsequent Acquisition Transaction) and/or take up and pay for any Underworld Shares deposited under the Offer; or
  - (iv) seeking to obtain from Kinross or any its subsidiaries or Underworld or any of its subsidiaries any material damages directly or indirectly in connection with the Offer (or any Compulsory Acquisition or any Subsequent Acquisition Transaction); or
  - (v) seeking to prohibit or limit the ownership or operation by Kinross of any material portion of the business or assets of Underworld or its subsidiaries or to compel Kinross or its subsidiaries to dispose of or hold separate any material portion of the business or assets of Underworld or any of

its subsidiaries as a result of the Offer (or any Compulsory Acquisition or any Subsequent Acquisition Transaction); or

- (d) there shall not exist any prohibition at law against the Offeror making the Offer or taking up and paying for any Underworld Shares deposited under the Offer or completing any Compulsory Acquisition or any Subsequent Acquisition Transaction;
- (e) all necessary orders, authorizations or consents which are required under all applicable securities laws and the rules and policies of the TSX and NYSE for the offering, issuance and listing of the Kinross Shares under the Offer shall have been obtained;
- (f) no Underworld Material Adverse Effect shall have occurred or arisen (or shall have been generally disclosed to, or discovered by, the Offeror if not previously disclosed in writing to the Offeror prior to the date of the Support Agreement);
- (g) the Offeror shall not have become aware of any 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 and at the date it was made (after giving effect to all subsequent filings in relation to all matters covered in earlier filings), in any public document filed by or on behalf of Underworld with any securities commission or similar securities regulatory authority in any of the provinces or territories of Canada or elsewhere, that constitutes an Underworld Material Adverse Effect;

- (h) the board of directors of Underworld shall not have withdrawn any recommendation made by it that Shareholders accept the Offer or issued a recommendation in a manner that has substantially the same effect;
- (i) at the Expiry Time:
  - (i) all representations and warranties of Underworld in the Support Agreement: (A) that are qualified by a reference to an Underworld Material Adverse Effect or materiality shall be true and correct in all respects; and (B) that are not qualified by a reference to an Underworld Material Adverse Effect or materiality, shall be true and correct in all material respects; and
  - (ii) Underworld shall have observed and performed its covenants in the Support Agreement in all material respects to the extent that such covenants were to have been observed or performed by Underworld at or prior to the Expiry Time (without giving effect to, applying or taking into consideration any materiality qualification already contained in such covenant or obligation), and the Offeror shall have received, not more than seven hours before the Expiry Time, a certificate of Underworld, signed by two senior officers (without personal liability), satisfactory to the Offeror, acting reasonably, certifying the foregoing after due inquiry;
- (j) the Support Agreement shall not have been terminated in accordance with its terms; and
- (k) each of the Lock-Up Agreements shall have been complied with and shall not have been terminated.

The foregoing conditions are for the exclusive benefit of the Offeror and may be asserted by the Offeror regardless of the circumstances giving rise to any such condition. The Offeror may, in the Offeror's sole discretion, waive any of the foregoing conditions, in whole or in part, at any time and from time to time, both before and after the Expiry Time, without prejudice to any other rights which the Offeror may have, provided that the Offeror may not waive the Minimum Tender Condition to acquire less than such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 50.1% of the outstanding Underworld Shares (calculated on a fully-diluted basis) without the prior written consent of Underworld. If Kinross waives the Minimum Tender Condition on a date that is less than ten days prior to the Expiry Date, it shall extend the Offer for at least such period of time as is necessary to ensure that the Offer remains open for ten days from the date of such waiver. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed to be a waiver of any such right and each such right shall be deemed to be an ongoing right which may be asserted at any time and from time to time. The Offeror reserves the right to withdraw the Offer on or prior to the Expiry Time if any condition to the Offer remains unsatisfied or has not been waived. Any determination by the Offeror concerning any event or other matter described in the foregoing conditions shall be final and binding on all parties.

Any waiver of a condition or the withdrawal of the Offer will be effective upon written notice or other communication confirmed in writing by the Offeror to that effect

to the Depositary at its office in Toronto, Ontario. The Offeror, forthwith after giving any such notice, will make a public announcement of such waiver or withdrawal, will cause the Depositary, if required by law, as soon as practicable thereafter to notify Shareholders in the manner set forth below in Section 11 of this Offer to Purchase, "Notice and Delivery", and will provide a copy of such notice to the TSX and the NYSE. Any notice of waiver will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depositary at its office in Toronto, Ontario. In the event of any waiver, all Underworld Shares deposited previously and not taken up or withdrawn will remain subject to the Offer and may be accepted for purchase by the Offeror in accordance with the terms of the Offer. If the Offer is withdrawn, the Offeror will not be obligated to take up or pay for any Underworld Shares deposited under the Offer and the Depositary will promptly return all Underworld Shares to the parties by whom they were deposited in acceptance of the Offer. See Section 9 of this Offer to Purchase, "Return of Deposited Shares".

### **3. Take-Up and Payment for Deposited Shares**

Upon the terms and subject to the conditions of the Offer (including but not limited to the conditions specified in Section 2 of this Offer to Purchase, "Conditions of the Offer"), the Offeror will take up Underworld



Shares validly deposited under the Offer and not withdrawn pursuant to Section 8 of this Offer to Purchase, "Right to Withdraw Deposited Shares", not later than ten calendar days after the Expiry Time and will pay for the Underworld Shares taken up as soon as possible, but in any event not later than three business days after taking up the Underworld Shares. Any Underworld Shares deposited under the Offer after the first date on which Underworld Shares have been taken up by the Offeror will be taken up and paid for not later than ten days after such deposit.

Subject to applicable law, the Offeror expressly reserves the right in its sole discretion to delay or otherwise refrain from taking up and paying for any Underworld Shares or to terminate the Offer and not take up or pay for any Underworld Shares if any condition of the Offer is not satisfied or, where permitted, waived by the Offeror by giving written notice thereof, or other communication confirmed in writing, to the Depositary at its office in Toronto, Ontario. The Offeror also expressly reserves the right, in its sole discretion and notwithstanding any other condition of the Offer, to delay taking up and paying for Underworld Shares in order to comply, in whole or in part, with any applicable law.

For the purposes of the Offer, the Offeror will be deemed to have taken up and accepted for payment Underworld Shares validly deposited and not validly withdrawn pursuant to the Offer if, as and when the Offeror gives written notice or other communication confirmed in writing to the Depositary of its acceptance for payment of such Deposited Shares pursuant to the Offer at its principal office in Toronto, Ontario.

The Offeror will pay for Underworld Shares validly deposited under the Offer and not withdrawn by providing the Depositary with the Offered Consideration in the form of sufficient certificates for Kinross Shares and sufficient funds (for fractional Kinross Shares) for transmittal to persons who have deposited Underworld Shares under the Offer. The Depositary will act as the agent of the persons who have deposited Underworld Shares in acceptance of the Offer for the purposes of receiving the Offered Consideration from the Offeror and transmitting such Offered Consideration to such persons. Receipt of the share certificates and cash representing the Offered Consideration by the Depositary will be deemed to constitute receipt of payment by persons depositing Underworld Shares pursuant to the Offer. Under no circumstances will interest accrue or be paid by the Offeror or the Depositary to persons depositing Underworld Shares on the purchase price of Underworld Shares purchased by the Offeror, regardless of any delay in making such payment.

Settlement with each Shareholder who has validly deposited and not validly withdrawn Underworld Shares under the Offer will be made by the Depositary forwarding a certificate for the Kinross Shares to which such Shareholder is entitled and a cheque for an amount in Canadian dollars to which such Shareholder is entitled (in satisfaction of the Cdn.\$0.01 per Underworld Share and any fractional Kinross Shares that would have been otherwise payable to such Shareholder). Subject to the foregoing and unless otherwise directed by the Letter of Transmittal, the certificates and cheque will be issued in the name of the registered Shareholder of the Underworld Shares so deposited. Unless the person depositing the Underworld Shares instructs the Depositary to hold the certificates representing the Kinross Shares and cheques for pick-up by checking the appropriate box in the Letter of Transmittal, the certificates and cheque will be forwarded by first class insured mail to such person at the address specified in the Letter of Transmittal. If no such address is specified, the certificates and cheque will be sent to the address of the Shareholder as shown on the securities register maintained by or on behalf of Underworld. Certificates and cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing.

If any Deposited Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Underworld Shares than are deposited, certificates for unpurchased Underworld Shares will be returned, at the Offeror's expense, to the depositing Shareholder as soon as it is

practicable following the Expiry Time or withdrawal or early termination of the Offer. Unless otherwise directed in the Letter of Transmittal, certificates representing unpurchased Underworld Shares will be forwarded to the address of the registered Shareholder as shown on the securities register maintained by Underworld.

**Shareholders depositing Underworld Shares will not be required to pay any fee or commission if they accept the Offer by depositing their Underworld Shares directly with the Depositary or if they make use of the services of a member of the Soliciting Dealer Group to accept the Offer. If you own your Underworld Shares through a broker or other nominee who is not a member of the Soliciting Dealer Group and your broker or nominee tenders your Underworld Shares on your behalf, your broker or nominee may charge you a fee for doing so.**

#### **4. Time for Acceptance**

The Offer is open for acceptance, unless extended or withdrawn by the Offeror in accordance with applicable law and the Support Agreement until 5:00 p.m. (Vancouver time) on April 26, 2010. See Section 6 of this Offer to Purchase, "Extensions, Variations and Changes to the Offer".

#### **5. Manner of Acceptance**

##### ***Letter of Transmittal***

The Offer may be accepted by Shareholders by depositing the following documents with the Depositary at any of the offices specified in the Letter of Transmittal no later than the Expiry Time:

- (a) a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed as required by the instructions set out in the Letter of Transmittal;
- (b) the certificate(s) representing the Underworld Shares in respect of which the Offer is being accepted; and
- (c) any other documents required by the instructions set out in the Letter of Transmittal.

Participants in CDS should contact the Depositary with respect to the deposit of their Underworld Shares under the Offer. CDS will be issuing instructions to its participants as to the method of depositing such Underworld Shares under the Offer. No fee or commission will be payable by Shareholders who deposit their Underworld Shares pursuant to the Offer directly to the Depositary or who make use of the facilities of a member of a Soliciting Dealer Group to accept the Offer.

The Offer will be deemed to be accepted only if the Depositary actually has received these documents at or before the Expiry Time at one of the addresses for the Depositary indicated on the Letter of Transmittal.

Shareholders who cannot comply on a timely basis with these procedures for deposit of the requisite certificates for Underworld Shares may deposit certificates representing Underworld Shares pursuant to the procedure for guaranteed delivery described below.

##### ***Currency of Payment***

The cash payable under the Offer will be denominated in Canadian dollars.

##### ***Signature Guarantees***

No signature guarantee is required on the Letter of Transmittal if:

- (a) the Letter of Transmittal is signed by the registered owner of the Underworld Shares exactly as the name of the registered Shareholder appears on the Underworld Share certificate deposited therewith, and the certificates for Kinross Shares issuable and the cash payable in each case under the Offer, are to be delivered directly to such registered Shareholder; or

- (b) Underworld Shares are deposited for the account of an Eligible Institution.

In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. If a certificate representing Underworld Shares is registered in the name of a person other than the signatory of a Letter of Transmittal or if the certificates for the Kinross Shares issuable and the cash payable are to be delivered to a person other than the registered owner, the certificate must be endorsed or accompanied by an appropriate power of attorney, in either case, signed exactly as the name of the registered owner appears on the certificate with the signature on the certificate or power of attorney guaranteed by an Eligible Institution.

***Method of Delivery***

The method of delivery of Underworld Shares, the Letter of Transmittal, the Notice of Guaranteed Delivery and all other required documents is at the option and risk of the depositing Shareholder. The Offeror recommends that those documents be delivered by hand to the Depositary and that a receipt be obtained or, if certificates for Underworld Shares and the other documents are to be sent by mail, registered mail with return receipt requested, properly insured, is recommended, and it is suggested that the mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depositary on or prior to such time. Delivery will only be effective upon actual receipt of certificates for such Underworld Shares by the Depositary.

**A Shareholder who wishes to deposit Underworld Shares under the Offer and whose Underworld Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee should immediately contact such nominee in order to take the necessary steps to be able to deposit such Underworld Shares under the Offer.**

***Procedure for Guaranteed Delivery***

If a Shareholder wishes to accept the Offer and either (i) the certificates representing such Shareholder's Underworld Shares are not immediately available or (ii) such Shareholder cannot deliver the certificates and Letter of Transmittal to the Depositary by the Expiry Time, those Underworld Shares may nevertheless be deposited under the Offer provided that all of the following conditions are met:

- (a) such deposit is made only at the principal office of the Depositary in Toronto, Ontario, by or through an Eligible Institution;
- (b) a Notice of Guaranteed Delivery (or a manually signed facsimile thereof), properly completed and duly executed, including a guarantee to deliver by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depositary at its principal office in Toronto, Ontario, at or before the Expiry Time; and
- (c) the certificate(s) representing the Deposited Shares, in proper form for transfer, together with a properly completed and duly signed Letter of Transmittal (or a manually signed facsimile thereof), relating to such Underworld Shares, with signatures guaranteed if so required in accordance with the Letter of Transmittal, and all other documents required by such Letter of Transmittal, are received at the Toronto, Ontario, office of the Depositary by 5:00 p.m. (Vancouver time) on the third trading day on the TSX-V after the Expiry Date.

The Notice of Guaranteed Delivery may be delivered by hand or couriered or transmitted by facsimile or mailed to the Depositary only at its principal office in Toronto, Ontario, and must include a signature guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery. Delivery of the Notice of Guaranteed Delivery and the Letter of Transmittal and accompanying certificate and other required documents to any other office other than the Toronto, Ontario office of the Depositary does not constitute delivery for the purpose of satisfying the guaranteed delivery.

***Acceptance by Book-Entry Transfer***

Shareholders may accept the Offer by following the procedures for a book-entry transfer established by CDS, provided that a Book-Entry Confirmation through CDSX is received by the Depositary at its office in Toronto, Ontario prior to the Expiry Time. The Depositary has established an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of a Shareholder's Underworld Shares into the Depositary's account in accordance with CDS procedures for such transfer. Delivery of Underworld Shares to the Depositary by means of a book-entry transfer will constitute a valid tender under the Offer.

Shareholders, through their respective CDS participants, who use CDSX to accept the Offer through a book-entry transfer of their holdings into the Depositary's account with CDS shall be deemed to have completed and submitted a Letter of Transmittal and to be bound by the terms thereof and therefore such instructions received by the Depositary are considered a valid tender in accordance with the terms of the Offer.

**Shareholders who wish to accept the Offer by Book-Entry Confirmation should contact the Depository for assistance. Contact details for the Depository may be found on the last page of the Offer to Purchase and Circular.**

#### *Determination of Validity*

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for exchange of any deposit of Underworld Shares will be determined by the Offeror in its sole discretion, which determination will be final and binding on all parties. The Offeror reserves the absolute right to reject any and all deposits of Underworld Shares determined by it not to be in proper form, or the issue of Kinross Shares and payment of cash in respect of which may, in the opinion of the Offeror's counsel, be unlawful. The Offeror also reserves the absolute right to waive: (i) any of the conditions of the Offer, provided, however, that pursuant to the Support Agreement the Offeror has agreed not to waive the Minimum Tender Condition in order to acquire less than such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 50.1% of the outstanding Underworld Shares (calculated on a fully-diluted basis) without the prior written consent of Underworld; or (ii) any defect or irregularity in any deposit of Underworld Shares. No deposit of Underworld Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. None of the Offeror, the Depository or any other person will be under any duty to give notification of any defect or irregularity in deposits or incur any liability for failure to give any such notice. The Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the Notice of Guaranteed Delivery) will be final and binding on all parties. The Offeror reserves the right to permit the Offer to be accepted in a manner other than as set forth herein.

Under no circumstances will any amount be paid by the Offeror or the Depository by reason of any delay in exchanging any Underworld Shares or in making payments for in lieu of fractional Kinross Shares to any person on account of Underworld Shares accepted for exchange pursuant to the Offer.

#### *Dividends and Distributions*

Subject to the terms and conditions of the Offer and subject, in particular, to Underworld Shares being validly withdrawn by or on behalf of a depositing Shareholder, and except as provided below, by accepting the Offer pursuant to the procedures set forth above, a Shareholder deposits, sells, assigns and transfers to the Offeror all right, title and interest in and to the Underworld Shares covered by the Letter of Transmittal delivered to the Depository (the "**Deposited Shares**") and in and to all rights and benefits arising from such Deposited Shares including any and all dividends, distributions, payments, securities, property or other interests which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them on and after the date of the Offer, including any dividends, distributions or payments on such dividends, distributions, payments, securities, property or other interests (collectively, "**Distributions**").

#### *Power of Attorney*

An executed Letter of Transmittal (or, in the case of shares deposited by book-entry transfer by the making of a book-entry transfer into the Depository's accounts with CDS) irrevocably approves, constitutes and appoints, effective on and after the date that the Offeror takes up and pays for the Deposited Shares covered by the Letter of Transmittal or book-entry transfer (which shares upon being taken up and paid for are, together with any Distributions thereon, hereinafter referred to as the "**Purchased Securities**"), certain officers of the Offeror and any other person designated by the Offeror in writing (each an "**Appointee**") as the true and lawful agents, attorneys and attorneys-in-fact and proxies, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), of the depositing Shareholder with respect to the Purchased Securities. The Letter of Transmittal or the making of a book-entry

transfer authorizes an Appointee, in the name and on behalf of such Shareholder: (a) to register or record the transfer and/or cancellation of such Purchased Securities (to the extent consisting of securities) on the appropriate register maintained by or on behalf of Underworld; (b) for so long as any Purchased Securities are registered or recorded in the name of such Shareholder (whether or not they are now so registered or recorded), to exercise any and all rights of such Shareholder including the right to vote, to execute and deliver any and all instruments of proxy, authorizations



or consents in form and on terms satisfactory to the Offeror in respect of any or all Purchased Securities, to revoke any such instrument, authorization or consent, and to designate in such instrument, authorization or consent any person or persons as the proxy of such Shareholder in respect of the Purchased Securities for all purposes including in connection with any meeting or meetings (whether annual, special or otherwise or any adjournment thereof, including any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Underworld; (c) to execute, endorse and negotiate, for and in the name of and on behalf of such Shareholder, any and all cheques or other instruments representing any Distribution payable to or to the order of, or endorsed in favour of, such Shareholder; and (d) to exercise any other rights of a holder of Purchased Securities.

A Shareholder accepting the Offer under the terms of the Letter of Transmittal revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the Shareholder at any time with respect to the Deposited Shares or any Distributions. The Shareholder accepting the Offer agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Shares or any Distributions by or on behalf of the depositing Shareholder unless the Deposited Shares are not taken up and paid for under the Offer. A Shareholder accepting the Offer also agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any adjournment thereof, including any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Underworld and not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to the Offeror any and all instruments of proxy, authorizations or consents in respect of any or all of the Purchased Securities, and agrees to appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by the Offeror as the proxy of the holder of the Purchased Securities.

**Upon such appointment, all prior proxies and other authorizations (including all appointments of any agent, attorney-in-fact or attorney) or consents given by the holder of such Purchased Securities with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.**

#### ***Further Assurances***

A Shareholder accepting the Offer covenants under the terms of the Letter of Transmittal to execute, upon request of the Offeror, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to the Offeror. Each authority therein conferred or agreed to be conferred may be exercised during any subsequent legal incapacity of such holder and shall, to the extent permitted by law, survive the death or incapacity, bankruptcy or insolvency of the holder and all obligations of the holder therein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of such Shareholder.

#### ***Binding Agreement***

The acceptance of the Offer pursuant to the procedures set forth above constitutes a binding agreement between a depositing Shareholder and the Offeror, effective immediately following the Offeror taking up Underworld Shares deposited by such Shareholder, in accordance with the terms and conditions of the Offer. This agreement includes a representation and warranty by the depositing Shareholder that (i) the person signing the Letter of Transmittal or on whose behalf a book-entry transfer is made owns the Deposited Shares and has full power and authority to deposit, sell, assign and transfer the Deposited Shares and any Distributions being deposited under the Offer, (ii) the Deposited Shares and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Shares

and Distributions, to any other person, (iii) the deposit of the Deposited Shares and Distributions complies with applicable laws, and (iv) when the Deposited Shares and Distributions are taken up and paid for by the Offeror, the Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges, encumbrances, claims and rights of others.

**6. Extensions, Variations and Changes to the Offer**

The Offer will be open for acceptance at the places of deposit specified in the Letter of Transmittal until the Expiry Time, unless the Offer is extended or withdrawn by the Offeror.

Subject to the limitations described below, the Offeror expressly reserves the right, in its sole discretion, at any time and from time to time while the Offer is open for acceptance, to vary the terms of the Offer or extend the Expiry Time, in accordance with applicable laws, by giving notice in writing to the Depositary at its office in Toronto, Ontario. Also, if at any time before the Expiry Time, or at any time after the Expiry Time, but before the expiry of all rights of withdrawal with respect to the Offer, a change occurs in the information contained in this Offer to Purchase and Circular, as amended from time to time, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or an affiliate of the Offeror, unless it is a change in a material fact relating to the Kinross Shares), the Offeror will give written notice of such change to the Depositary at its office in Toronto, Ontario. Upon the giving of such notice to the Depositary, the Expiry Time or withdrawal rights, as applicable, will be deemed to be extended to the date specified in such notice or as required by applicable law, or in the case of a variation, the Offer will be deemed to be varied in the manner described in such notice, as the case may be. The Offeror will, as soon as practicable after giving any such notice to the Depositary, publicly announce the extension, variation or change and, if required by applicable law, cause the Depositary to mail a copy of any such notice to Shareholders as required by applicable securities legislation at their respective addresses appearing in the share register of Underworld. In addition, the Offeror will provide a copy of such notice to the TSX and the NYSE and the applicable regulatory authorities. Any notice of extension, variation or change will be deemed to have been given and be effective on the day on which it is delivered or otherwise communicated to the Depositary at its office in Toronto, Ontario. The Support Agreement and the Lock-Up Agreements restrict Kinross' ability to amend certain of the terms and conditions of the Offer without the prior written consent of Underworld and, in some cases, certain Locked-Up Shareholders. See Section 4 of the Circular, "Background to the Offer Support Agreement", and "Background to the Offer Lock-Up Agreements".

During any extension of the Offer, all Underworld Shares previously deposited and not withdrawn will remain subject to the Offer and may be accepted for purchase by the Offeror in accordance with the terms of the Offer, subject to Section 8 of this Offer to Purchase, "Right to Withdraw Deposited Shares". An extension of the Expiry Time will not, in and of itself, constitute a waiver by the Offeror of any of its rights under Section 2 of this Offer to Purchase, "Conditions of the Offer".

Under applicable Canadian provincial securities laws, if there is a variation in the terms of the Offer, the period during which Underworld Shares may be deposited under the Offer will not expire before ten days after the date that the notice of variation has been delivered.

If, before the Expiry Time, the Offeror in its sole discretion elects to increase the Offered Consideration, such increase will be applicable to all holders whose Underworld Shares are taken up under the Offer.

#### **7. Changes in Capitalization of Underworld; Liens**

If, on or after the date of the Offer, Underworld should divide, combine, reclassify, consolidate, convert or otherwise change any of the Underworld Shares or its capitalization, or should disclose that it has taken or intends to take any such action, then the Offeror may, in its sole discretion and without prejudice to its rights under Section 2 of this Offer to Purchase, "Conditions of the Offer", make such adjustments as it deems appropriate to reflect such division, combination, reclassification, consolidation, conversion or other change in the Offered Consideration or other terms of the Offer (including the type of securities offered to be purchased and the consideration payable therefor).

Underworld Shares acquired pursuant to the Offer shall be transferred by the Shareholder and acquired by the Offeror free and clear of all liens, charges, encumbrances, claims and equities and together with all rights and benefits arising therefrom, including the right to any and all dividends, distributions, payments,

securities, rights, assets or other interests which may be declared, paid, issued, distributed, made or transferred on or after the date of the Offer on or in respect of the Underworld Shares, whether or not separated from the Underworld Shares, but subject to any Underworld Shares being validly withdrawn by or on behalf of a depositing Shareholder. If, on or after the date of the Offer, Underworld should declare or pay any dividend or declare, make or pay any other distribution or payment on or declare, allot, reserve or issue any securities, rights or other interests with respect to any Underworld Shares, which is or are payable or distributable to Shareholders of record on a date prior to the transfer into the name of the Offeror or its nominees or transferees on the

securities register maintained by or on behalf of Underworld in respect of Underworld Shares, then the whole of any such dividend, distribution, payment, right or other interest will be promptly remitted and transferred by the depositing Shareholder to the Depositary for the account of the Offeror accompanied by appropriate documentation of transfer. Pending such remittance, the Offeror will be entitled to any such dividend, distribution, payment, right or other interest and may deduct from the purchase price payable by the Offeror pursuant to the Offer the amount or value thereof, as determined by the Offeror in its sole discretion. The declaration or payment of any such dividend or distribution may have tax consequences not discussed in Section 17 of the Circular, "Certain Tax Considerations - Certain Canadian Federal Income Tax Considerations" and "Certain Tax Considerations - Certain United States Federal Income Tax Considerations".

#### **8. Right to Withdraw Deposited Shares**

Except as otherwise provided in this Section 8, all deposits of Underworld Shares to the Offer will be irrevocable. Unless otherwise required or permitted by applicable laws, any Underworld Shares deposited in acceptance of the Offer may be withdrawn by or on behalf of the depositing Shareholder:

- (a) at any time before the Underworld Shares have been taken up by the Offeror pursuant to the Offer;
- (b) if the Underworld Shares have not been paid for by the Offeror within three business days after having been taken up; or
- (c) at any time before the expiration of ten days from the date upon which either:
  - (i) a notice of change relating to a change in the information contained in the Offer, as amended from time to time, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or an affiliate of the Offeror, unless it is a change in a material fact relating to the Kinross Shares), in the event that such change occurs at or before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal in respect of the Offer; or
  - (ii) a notice of variation concerning a variation in the terms of the Offer (other than a variation consisting solely of an increase in the consideration offered for the Underworld Shares where the Expiry Time is not extended for more than ten days),  
is mailed, delivered, or otherwise properly communicated, but subject to abridgement of that period pursuant to such order or orders as may be granted by applicable courts or securities regulatory authorities and only if such Deposited Shares have not been taken up by the Offeror at the date of the notice.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be received in a timely manner by the Depositary at the place of deposit of the relevant Underworld Shares. Any such notice of withdrawal must: (i) be made by a method, including a manually signed facsimile transmission, that provides the Depositary

with a written or printed copy; (ii) be signed by or on behalf of the person who signed the Letter of Transmittal (or Notice of Guaranteed Delivery) that accompanied the Underworld Shares to be withdrawn; (iii) specify the number of Underworld Shares to be withdrawn, the name of the registered Shareholder and the certificate number shown on the share certificate(s) representing each Underworld Share to be withdrawn; and (iv) must be actually received by the Depositary at the place of deposit for the applicable Underworld Shares (or Notice of Guaranteed Delivery in respect thereof). No signature guarantee is required on a notice of withdrawal if the notice of withdrawal is signed by the registered Shareholder exactly as the name of the registered Shareholder appears on the certificate representing Underworld Shares deposited with the Letter of Transmittal or if the Underworld Shares were deposited for the account of an Eligible Institution. In all other cases, the signature on a notice of withdrawal must be guaranteed by an Eligible Institution. The withdrawal will take effect upon actual receipt by the Depositary of the properly completed notice of withdrawal. **A withdrawal of Underworld Shares deposited pursuant to the Offer can only be accomplished in accordance with the foregoing procedure. The withdrawal will take effect only upon actual receipt by the Depositary of the properly completed and executed written or facsimile notice of withdrawal.**

Alternatively, if Underworld Shares have been deposited pursuant to the procedures for book-entry transfer, as set forth in Section 5 of this Offer to Purchase, "Manner of Acceptance Acceptance by Book-Entry Transfer", any notice of withdrawal must specify the name and number of the account at CDS to be credited with the withdrawn Underworld Shares and otherwise comply with the procedures of CDS.

**All questions as to form and validity (including time of receipt) of notices of withdrawal will be determined by the Offeror in its sole discretion and such determination will be final and binding. There will be no duty or obligation on the Offeror, the Depositary or any other person to give notice of any defect or irregularity in any notice of withdrawal, and no liability will be incurred by any of them for failure to give such notice.**

Withdrawals may not be rescinded and any Underworld Shares properly withdrawn will thereafter be deemed not validly deposited for the purposes of the Offer. However, withdrawn Underworld Shares may be re-deposited at any subsequent time prior to the Expiry Time by again following any of the procedures described in Section 5 of this Offer to Purchase, "Manner of Acceptance".

If the Offeror extends the period of time during which the Offer is open, is delayed in taking up or paying for or exchanging the Underworld Shares or is unable to take up or pay for or exchange Underworld Shares for any reason, then, without prejudice to the Offeror's other rights under the Offer, the Depositary may, subject to applicable laws, retain on behalf of the Offeror all Deposited Shares and Distributions, and such Underworld Shares may not be withdrawn except to the extent that depositing Shareholders are entitled to withdrawal rights as set forth in this Section 8 or pursuant to applicable laws.

## **9. Return of Deposited Shares**

If any Deposited Shares are not taken up and paid for pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Underworld Shares than are deposited, certificates for unpurchased Underworld Shares will be returned to the depositing Shareholder as soon as is practicable following the termination or withdrawal of the Offer by either (i) sending new certificates representing Underworld Shares not purchased or by returning the deposited certificates (and other relevant documents) or (ii) in the case of Underworld Shares deposited by book-entry transfer of such Underworld Shares pursuant to the procedures set forth in Section 5 of this Offer to Purchase, "Manner of Acceptance Acceptance by Book-Entry Transfer", such Underworld Shares will be credited to the depositing Shareholder's account maintained with CDS. Certificates (and other relevant documents) will be forwarded by first class mail in the name of and to the address specified by the Shareholder in the Letter of Transmittal or, if such name or address is not so specified, in such name and to such address as shown on the share register maintained by Underworld or its transfer agent, as soon as practicable after the termination of the Offer.

## **10. Mail Service Interruption**

Notwithstanding the provisions of the Offer, the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery, cheques, share certificates and any other relevant documents will not be mailed if the Offeror determines that delivery thereof by mail may be delayed. A person entitled to cheques, share certificates and any other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary at which the Underworld Shares were delivered, upon application to the Depositary, until such time as the Offeror has determined that delivery by mail will no longer be delayed. Notwithstanding Section 11 of this Offer to Purchase, "Notice and Delivery", the deposit of cheques, share certificates and any other relevant documents with the Depositary in such circumstance will constitute delivery to the persons entitled thereto and the Underworld Shares will be deemed to have been paid for immediately upon such deposit. Notice of any determination regarding mail service delay or interruption made by the Offeror will be given in accordance with Section 11 of this

Offer to Purchase, "Notice and Delivery".

**11. Notice and Delivery**

Without limiting any other lawful means of giving notice, any notice which the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given to registered Shareholders if it is mailed by prepaid, first class mail to the registered Shareholders at their respective addresses appearing in the appropriate registers maintained by Underworld in respect of the Underworld Shares



and will be deemed, unless otherwise specified by applicable laws, to have been received on the first business day following the date of mailing. These provisions apply notwithstanding any accidental omission to give notice to any one or more Shareholders and notwithstanding any interruption of mail service in Canada or the United States following mailing. Except as otherwise required or permitted by law, in the event of any interruption of mail service in Canada or the United States, the Offeror intends to make reasonable efforts to disseminate the notice by other means such as publication. Except as otherwise required or permitted by law, if post offices in Canada or the United States are not open for the deposit of mail, or there is reason to believe that there is or could be a disruption in all or any part of the postal service, any notice which the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given and to have been received by Shareholders if (i) it is given to the TSX and the NYSE for dissemination through their facilities, (ii) if it is published once in the National Edition of *The Globe and Mail* or the *National Post*, or (iii) it is given to the Marketwire News Wire Service and the Dow Jones News Wire Service for dissemination through their facilities.

Unless post offices are not open for the deposit of mail, the Offer, the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery will be mailed to registered Shareholders by first class mail, postage prepaid or made available in such other manner as is permitted by applicable regulatory authorities and the Offeror will use its reasonable efforts to furnish such documents to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the security holder list, or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmission to beneficial owners of Underworld Shares when such list or listing is received.

**Wherever the Offer calls for documents to be delivered to the Depositary, those documents will not be considered delivered unless and until they have been physically received at one of the addresses listed for the Depositary in the Letter of Transmittal or the Notice of Guaranteed Delivery, as applicable. Wherever the Offer calls for documents to be delivered to a particular office of the Depositary, those documents will not be considered delivered unless and until they have been physically received at the particular office at the address listed in the Letter of Transmittal or Notice of Guaranteed Delivery, as applicable.**

## 12. Market Purchases

To the extent permitted by law, the Offeror reserves the right to, and may, acquire (or cause an affiliate to acquire) Underworld Shares by making purchases through the facilities of the TSX-V at any time and from time to time prior to the Expiry Time. In no event will the Offeror make any such purchases of Underworld Shares through the facilities of the TSX-V before the third business day following the date of the Offer. If the Offeror should acquire Underworld Shares by making purchases through the facilities of the TSX-V during the duration of the Offer, the Underworld Shares so purchased shall be counted in any determination as to whether the Minimum Tender Condition has been satisfied. The aggregate number of Underworld Shares acquired by the Offeror through the facilities of the TSX-V during the duration of the Offer shall not exceed 5% of the outstanding Underworld Shares, as applicable, as of the date of the Offer and the Offeror will issue a press release containing the information prescribed by law after the close of business of the TSX-V on each day on which such Underworld Shares have been purchased.

Although the Offeror has no current intention to do so, subject to compliance with applicable securities laws, the Offeror reserves the right to make or enter into an arrangement, commitment or understanding prior to the Expiry Time to sell after the Expiry Time any Underworld Shares taken up and paid for under the Offer.

**13. Other Terms of the Offer**

**No broker, dealer or other person has been authorized to give any information or to make any representation or warranty on behalf of the Offeror other than as contained in the Offer and Circular and as set forth in the registration statement on Form F-8 filed by the Offeror in connection with the Offer, and, if any such information, representation or warranty is given or made, it must not be relied upon as having been authorized.**

The provisions of the Circular, the Letter of Transmittal and the Notice of Guaranteed Delivery accompanying the Offer, including the instructions and rules contained therein, as applicable, form part of the terms and conditions of the Offer.

Any such transfer will not relieve the Offeror of its obligations under the Offer and will not prejudice the rights of Shareholders depositing Underworld Shares to receive payment for Underworld Shares validly deposited and taken up pursuant to the Offer.

The Offer and all contracts resulting from the acceptance thereof will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. In any jurisdiction in which the Offer is required to be made by a licensed broker or dealer, the Offer shall be made on behalf of the Offeror by brokers or dealers licensed under the laws of such jurisdiction. Each party to any agreement resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the exclusive jurisdiction to the courts of the Province of Ontario.

**This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made or directed to, nor will deposits of Underworld Shares be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Shareholders in any such jurisdiction.**

**The Offeror, in its sole discretion, shall be entitled to make a final and binding determination of all questions relating to the interpretation of the Offer, the validity of any acceptance of the Offer, the validity of any deposit of Underworld Shares, and the validity of any withdrawals of Underworld Shares.**

The Offer to Purchase and the accompanying Circular constitute the take-over bid circular required under applicable Canadian provincial securities legislation with respect to the Offer. Shareholders are urged to refer to the accompanying Circular for additional information relating to the Offer.

Dated: March 19, 2010

**KINROSS GOLD CORPORATION**

TYE W. BURT  
*President & Chief Executive Officer*  
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## CIRCULAR

*This Circular is furnished in connection with the Offer to Purchase dated March 19, 2010 by Kinross to purchase, upon the terms and subject to the conditions described therein, all of the issued and outstanding Underworld Shares, other than Underworld Shares owned directly or indirectly by the Offeror, and including any Underworld Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time, upon the conversion, exchange or exercise of any securities of Underworld that are convertible into or exchangeable or exercisable for Underworld Shares. The terms and provisions of the Offer, the Letter of Transmittal and the Notice of Guaranteed Delivery are incorporated into and form part of this Circular. Shareholders are urged to refer to the Offer to Purchase for details of its terms and conditions, including details as to payment and withdrawal rights. Defined terms used in the Offer to Purchase are used in the Circular with the same meaning unless the context otherwise requires.*

### 1. Kinross

Kinross is principally engaged in the mining and processing of gold and, as a by-product, silver ore and the exploration for, and the acquisition of, gold bearing properties in the Americas, the Russian Federation and worldwide. The principal products of Kinross are gold and silver produced in the form of doré that is shipped to refineries for final processing.

Kinross' strategy is to increase shareholder value through increases in precious metal reserves, production and long-term cash flow and earnings per share. Kinross' strategy also consists of optimizing the performance and, therefore, the value, of existing operations, investing in quality exploration and development projects and acquiring new potentially accretive properties and projects.

The material properties of Kinross as of December 31, 2009 were as follows:

Property <sup>(1)</sup>	Location	Property Ownership
Fort Knox	United States	100% <sup>(2)</sup>
Paracatu	Brazil	100%
Maricunga	Chile	100%
Kupol	Russian Federation	75% <sup>(3)</sup>
Cerro Casale	Chile	50% <sup>(4)</sup>
Fruta del Norte	Ecuador	100%

(1) The Fort Knox and Paracatu properties are subject to various royalties.

(2) Kinross holds a 100% interest in the properties forming part of the Fort Knox mine except for the Gil property, in which Kinross holds an 80% interest.

(3) Kinross holds a 75% (less one share) interest in the Kupol mine. The remaining 25% (plus one share) is held by the State Unitary enterprise of the Chukotka Autonomous Okrug in the Far East Federal District of the Russian Federation.

(4) The remaining 50% interest is held indirectly by Barrick Gold Corporation. On February 17, 2010, Kinross announced that it had entered into an agreement with certain subsidiaries of Barrick Gold Corporation (collectively, "Barrick") to sell one-half of its 50% interest in the Cerro Casale project to Barrick.

In addition, as of December 31, 2009, Kinross held a 50% interest in the Crixas mine, situated in Brazil, a 100% interest in the Kettle River mine in Washington, United States, which includes the Kettle River-Buckhorn mine, a 50% interest in the Round Mountain mine in Nevada, United States, a 100% interest in the La Coipa mine in Chile, a 100% interest in the Lobo-Marte property in Chile and other mining properties in various stages of exploration, development, reclamation, and closure. Kinross' principal product is gold and it also produces silver.

Kinross' share of proven and probable mineral reserves as at December 31, 2009 was 51.0 million ounces of gold, 102.9 million ounces of silver and 2.9 billion pounds of copper<sup>(1)</sup>.

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- (1) Kinross' copper reserves are all situated at the Cerro Casale project. Pursuant to an agreement dated February 17, 2010, Kinross has agreed to sell one-half of its 50% interest in the Cerro Casale project to Barrick.

Kinross was initially created in May 1993 by the amalgamation of CMP Resources Ltd., Plexus Resources Corporation, and 1021105 Ontario Corp. In December 2000, Kinross amalgamated with LT Acquisition Inc.; in January 2005, Kinross amalgamated with its wholly-owned subsidiary, TVX Gold Inc.; and in January 2006 it amalgamated with its wholly-owned subsidiary, Echo Bay Mines Ltd. Kinross is the continuing entity resulting from these amalgamations. Kinross is governed by the OBCA and its registered and principal offices are located at 25 York Street, 17<sup>th</sup> Floor, Toronto, Ontario, M5J 2V5.

Kinross is a reporting issuer or the equivalent in all provinces of Canada and files its continuous disclosure documents with the relevant Canadian securities regulatory authorities. Such documents are available at [www.sedar.com](http://www.sedar.com). Kinross is also an SEC registrant and accordingly files with or furnishes to the SEC certain documents. Such documents are available at [www.sec.gov](http://www.sec.gov).

#### ***Authorized and Outstanding Share Capital***

Kinross is authorized to issue an unlimited number of Kinross Shares. As at March 17, 2010, there were 696,759,237 Kinross Shares issued and outstanding. There are no limitations contained in the articles or bylaws of Kinross on the ability of a person who is not a Canadian resident to hold Kinross Shares or exercise the voting rights associated with Kinross Shares. A summary of the rights of the Kinross Shares is set forth below.

#### ***Dividends***

Holders of Kinross Shares are entitled to receive dividends when, as and if declared by the board of directors of Kinross out of funds legally available therefor, provided that if any Kinross preferred shares are at the time outstanding, the payment of dividends on Kinross Shares or other distributions (including repurchases of Kinross Shares by Kinross) will be subject to the declaration and payment of all cumulative dividends on outstanding Kinross preferred shares and any other preferred shares which are then outstanding. The OBCA provides that a corporation may not declare or pay a dividend if there are reasonable grounds for believing that the corporation is or would, after the payment of the dividend, be unable to pay its liabilities as they fall due or the realizable value of its assets would thereby be less than the aggregate of its liabilities and stated capital of all classes of shares of its capital.

#### ***Liquidation***

In the event of the dissolution, liquidation, or winding up of Kinross, holders of Kinross Shares are entitled to share rateably in any assets remaining after the satisfaction in full of the prior rights of creditors, including holders of Kinross' indebtedness, and the payment of the aggregate liquidation preference of the Kinross preferred shares and any other preferred shares then outstanding.

#### ***Voting***

Holders of Kinross Shares are entitled to one vote for each share on all matters voted on by shareholders, including the election of directors.

**Price Range and Trading Volumes of Kinross Shares**

The Kinross Shares are listed and posted for trading on the TSX and the NYSE under the trading symbols "K" and "KGC", respectively. The following table sets forth, for the periods indicated, the reported high, low and closing trading prices and the aggregate volume of trading of the Kinross Shares on the TSX and NYSE.

	Kinross Shares on the TSX				Kinross Shares on the NYSE			
	High (Cdn.\$)	Low (Cdn.\$)	Close (Cdn.\$)	Volume (#)	High (\$)	Low (\$)	Close (\$)	Volume (#)
<b>2009</b>								
March	\$23.84	\$18.40	\$22.91	112,252,471	\$19.41	\$14.33	\$17.87	32,837,400
April	\$23.50	\$16.52	\$18.39	104,765,208	\$18.65	\$13.62	\$15.45	33,964,200
May	\$22.50	\$18.25	\$21.91	68,642,766	\$20.49	\$15.33	\$20.22	24,781,600
June	\$22.66	\$19.07	\$21.20	66,631,657	\$20.98	\$16.48	\$18.15	27,556,900
July	\$22.94	\$20.01	\$21.25	58,443,690	\$20.75	\$17.22	\$19.64	21,014,200
August	\$22.24	\$19.91	\$20.78	50,248,640	\$20.72	\$17.96	\$18.95	21,742,400
September	\$25.22	\$20.21	\$23.33	93,296,675	\$23.65	\$18.43	\$21.70	44,465,900
October	\$24.59	\$19.25	\$20.10	78,759,313	\$23.91	\$17.85	\$18.58	42,458,200
November	\$21.33	\$18.82	\$21.02	92,190,627	\$20.31	\$17.45	\$20.02	36,471,200
December	\$23.47	\$18.73	\$19.37	83,722,578	\$22.45	\$17.50	\$18.40	35,336,100
<b>2010</b>								
January	\$21.80	\$17.23	\$17.31	53,383,769	\$21.12	\$16.15	\$16.26	21,877,700
February	\$20.29	\$17.26	\$19.07	54,318,367	\$19.46	\$16.13	\$18.12	26,996,600
March (1 to 18)	\$19.90	\$17.81	\$18.34	32,452,381	\$19.36	\$17.43	\$18.08	13,865,600

Kinross announced its intention to make the Offer on March 11, 2010. On March 10, 2010, the last trading day prior to such announcement, the closing price of the Kinross Shares on the TSX was Cdn.\$18.54. The volume-weighted average price of the Kinross Shares on the TSX for the 20 trading days ending on March 10, 2010 was Cdn.\$19.21. On March 10, 2010, the last trading day prior to such announcement, the closing price of the Kinross Shares on the NYSE was \$18.07. The volume-weighted average price of the Kinross Shares on the NYSE for the 20 trading days ending on March 10, 2010 was \$18.40.

**Prior Sales**

For the 12 month period prior to the date of this Offer, other than as set forth above, Kinross has issued the Kinross Shares listed in the table set forth below:

<b>Date</b>	<b>Security</b>	<b>Price per Security (Cdn.\$)</b>	<b>Number of Securities</b>
March 2009	Common Shares <sup>(1)</sup>	\$ 12.97	109,334
March 2009	Common Shares <sup>(3)</sup>	\$ 21.38	58,135
March 2009	Common Shares <sup>(5)</sup>	\$ 1.76	119,120
March 2009	Common Shares <sup>(6)</sup>	\$ 9.77	3,226
March 2009	Common Shares <sup>(2)</sup>	NIL	3,341
April 2009	Common Shares <sup>(1)</sup>	\$ 10.53	36,408
April 2009	Common Shares <sup>(6)</sup>	\$ 9.77	2,000
April 2009	Common Shares <sup>(2)</sup>	NIL	139,779
May 2009	Common Shares <sup>(1)</sup>	\$ 10.77	92,997
May 2009	Common Shares <sup>(2)</sup>	NIL	21,302
June 2009	Common Shares <sup>(1)</sup>	\$ 12.14	31,262
June 2009	Common Shares <sup>(3)</sup>	\$ 20.61	57,302
June 2009	Common Shares <sup>(5)</sup>	\$ 3.01	10,230
June 2009	Common Shares <sup>(2)</sup>	NIL	12,822
July 2009	Common Shares <sup>(1)</sup>	\$ 13.76	16,331
July 2009	Common Shares <sup>(6)</sup>	\$ 9.77	400
August 2009	Common Shares <sup>(1)</sup>	\$ 12.85	42,741
August 2009	Common Shares <sup>(2)</sup>	NIL	24,158
August 2009	Common Shares <sup>(5)</sup>	\$ 32.00	1
September 2009	Common Shares <sup>(3)</sup>	\$ 23.61	49,747
September 2009	Common Shares <sup>(1)</sup>	\$ 14.00	344,735
September 2009	Common Shares <sup>(5)</sup>	\$ 12.92	358,718
September 2009	Common Shares <sup>(6)</sup>	\$ 9.77	9,500
September 2009	Common Shares <sup>(2)</sup>	NIL	52,559
October 2009	Common Shares <sup>(1)</sup>	\$ 15.33	75,000
October 2009	Common Shares <sup>(6)</sup>	\$ 9.77	2,500
November 2009	Common Shares <sup>(5)</sup>	\$ 3.01	25,000



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November 2009	Common Shares <sup>(2)</sup>		NIL	43,264
December 2009	Common Shares <sup>(3)</sup>	\$	20.53	60,242
December 2009	Common Shares <sup>(1)</sup>	\$	9.76	18,610
December 2009	Common Shares <sup>(2)</sup>		NIL	57,682
January 2010	Common Shares <sup>(6)</sup>	\$	9.77	2,000
January 2010	Common Shares <sup>(1)</sup>	\$	13.41	18,507
January 2010	Common Shares <sup>(2)</sup>		NIL	127,653
February 2010	Common Shares <sup>(2)</sup>		NIL	438,848
March 2010	Common Shares <sup>(1)</sup>	\$	12.73	145,000

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- (1) Issued upon exercise of previously issued stock options of Kinross. Price per security with respect to the exercise of stock options is based on the weighted monthly average.
- (2) Issued upon expiry of restricted period for previously issued restricted share units of Kinross.
- (3) Issued pursuant to the employee share purchase plan of Kinross.
- (4) Issued upon the exercise of previously issued warrants of Kinross.
- (5) Issued upon exercise of previously issued stock options of Aurelian Resources Inc., a wholly-owned subsidiary of Kinross. Price per security with respect to the exercise of stock options is based on the weighted monthly average.
- (6) Issued upon exercise of previously issued stock options of Bema Gold Corp., a wholly-owned subsidiary of Kinross. Price per security with respect to the exercise of stock options is based on the weighted monthly average.

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For the 12 month period prior to the date of this Offer, Kinross has issued the options to purchase Kinross Shares listed in the table set forth below:

Date	Security	Exercise Price per Security (Cdn.\$)	Number of Securities <sup>(1)</sup>
March 2009	Stock	Nil	Nil
	Options		
April 2009	Stock	Nil	Nil
	Options		
May 2009	Stock	\$19.05	138,093
	Options		
June 2009	Stock	Nil	Nil
	Options		
July 2009	Stock	Nil	Nil
	Options		
August 2009	Stock	\$21.05	105,747
	Options		
September 2009	Stock	Nil	Nil
	Options		
October 2009	Stock	Nil	Nil
	Options		
November 2009	Stock	\$20.09	43,319
	Options		
December 2009	Stock	\$20.89	33,803
	Options		
January 2010	Stock	Nil	Nil
	Options		
February 2010	Stock	\$19.23	1,315,171
	Options		
March 2010	Stock	Nil	Nil
	Options		

(1) In the 12 months prior to the date of the Offer 305,812 stock options were cancelled.

For the 12 month period prior to the date of this Offer, Kinross has issued the restricted share units listed in the table set forth below:

Date	Security	Price per Security (Cdn.\$) <sup>(1)</sup>	Number of Securities <sup>(2)</sup>
March 2009	Restricted Share Unit	N/A	Nil
April 2009	Restricted Share Unit	N/A	Nil
May 2009	Restricted Share Unit	N/A	147,990
June 2009	Restricted Share Unit	N/A	Nil
July 2009	Restricted Share Unit	N/A	Nil
August 2009	Restricted Share Unit	N/A	91,218
September 2009	Restricted Share Unit	N/A	Nil
October 2009	Restricted Share Unit	N/A	Nil
November 2009	Restricted Share Unit	N/A	27,776
December 2009		N/A	55,239

	Restricted Share Unit		
January 2010	Restricted Share Unit	N/A	Nil
February 2010	Restricted Share Unit	N/A	1,207,358
March 2010	Restricted Share Unit	N/A	Nil

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- (1) There are no exercise prices for the restricted share units.
- (2) In the 12 months prior to the date of the Offer 193,719 restricted share units were cancelled.

**Consolidated Capitalization**

The following table sets forth Kinross's consolidated capitalization as at December 31, 2009, adjusted to give effect to any material changes in the share capital of Kinross since December 31, 2009, the date of Kinross's most recent audited consolidated financial statements, and further adjusted to give effect to the Offer. The table should be read in conjunction with the audited consolidated financial statements of Kinross as at and for the year ended December 31, 2009 including the notes thereto, and management's discussion and analysis thereof and the other financial information contained in or incorporated by reference in this Offer to Purchase and Circular.

	As at December 31, 2009	As at December 31, 2009 After Giving Effect to the Offer
Kinross Share Capital	\$6,448,100,000	\$6,571,860,993 <sup>(2)</sup>
Kinross Shares <sup>(1)</sup>		
(Authorized Unlimited)	696,027,270	702,869,215 <sup>(2)</sup>
Cash, Cash Equivalents and Short-Term Investments	\$ 632,400,000	\$ 631,914,756
Total Debt	\$ 692,400,000	\$ 692,400,000

(1)

Excluding 7,192,080 Kinross Shares issuable pursuant to outstanding options, 24,725,000 Kinross Shares underlying outstanding Kinross warrants, 1,856,046 Kinross Shares issuable pursuant to outstanding restricted share units and 16,152,000 Kinross Shares issuable upon conversion of the unsecured convertible senior notes due March 15, 2028, each in the principal amount of \$1,000, issued pursuant to a private offering completed January 29, 2008.

(2)

Assumes all Underworld Shares other than those beneficially owned directly or indirectly by Kinross are deposited under the Offer and further assumes the exercise of all the outstanding Underworld Options and Underworld Warrants.

**Kinross Documents Incorporated by Reference and Further Information**

The following documents of Kinross are specifically incorporated by reference into, and form an integral part of, this Circular:

(a)

annual information form dated March 31, 2009 for the year ended December 31, 2008;

(b)

annual audited consolidated financial statements for the year ended December 31, 2009, including consolidated balance sheets as at December 31, 2009 and December 31, 2008 and the consolidated statements of operations, cash flows, common shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2009 and related notes, together with the auditors' report thereon, contained therein;

(c)

management's discussion and analysis for the annual audited consolidated financial statements for the year ended December 31, 2009;

(d)

management information circular dated March 31, 2009 in connection with the annual and special meeting of shareholders held on May 6, 2009;

- (e) material change report dated February 9, 2009 announcing the completion of a bought deal public offering of Kinross Shares;
- (f) material change report dated March 3, 2009 announcing that Kinross had entered into a new shareholder rights plan;
- (g) material change report dated March 30, 2009 announcing that Kinross had entered into a subscription agreement with Harry Winston Diamond Corporation in relation to an investment in the Diavik Diamond Mine in Canada's Northwest Territories;
- (h) material change report dated November 3, 2009 announcing an update on the expansion of the Paracatu project and a revised 2009 production outlook;

- (i) material change report dated November 11, 2009 announcing that Kinross had received authorization to recommence advanced exploration at the Fruta Del Norte gold project in Ecuador;
- (j) press release, dated January 28, 2010 announcing Kinross' mineral reserve and resource statement as at December 31, 2009; and
- (k) material change report dated February 24, 2010 announcing that Kinross had entered into an agreement with Barrick to sell one-half of its 50% interest in the Cerro Casale project in Chile to Barrick.

All documents of the type referred to above (excluding confidential material change reports) and any business acquisition reports subsequently filed by Kinross with any securities commission or similar regulatory authority in Canada on or after the date of this Offer to Purchase and Circular and prior to the Expiry Time shall be deemed to be incorporated by reference into this Offer to Purchase and Circular. To the extent that any document or information incorporated by reference into the Offer to Purchase and Circular is included in a report that is filed with the SEC on Form 40-F or 6-K, such document or information shall also be deemed to be incorporated by reference as an exhibit to the registration statement on Form F-8 covering the Kinross Shares to be issued pursuant to this Offer.

**Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Offer to Purchase and Circular to the extent that a statement contained herein, or in any subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. The modifying statement 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 which it modifies or supersedes. The making of a modifying or superseding statement shall 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 shall not be deemed, except as so modified or superseded, to constitute part of this Offer to Purchase and Circular.**

**Information has been incorporated by reference in this Circular from documents filed with the securities regulatory authority in each of the provinces of Canada.** Copies of the documents incorporated by reference in the Circular regarding Kinross may be obtained on request without charge from the Corporate Secretary, Kinross Gold Corporation, 25 York Street, 17<sup>th</sup> Floor, Toronto, Ontario, M5J 2V5 or by telephone at (416) 365-5123 or (866) 561-3636. For purpose of the Province of Québec, the Circular contains information to be completed by consulting the permanent information record, a copy of which permanent information record may be obtained without charge from the Corporate Secretary of Kinross at the above-mentioned address and telephone number. Copies of documents incorporated by reference or forming part of the permanent information record may be obtained by accessing the website of the Canadian securities regulatory authorities located at [www.sedar.com](http://www.sedar.com) and the SEC website located at [www.sec.gov](http://www.sec.gov).

Information contained in or otherwise accessed through Kinross' website, [www.kinross.com](http://www.kinross.com), or any other website does not form part of this Offer to Purchase and Circular.

## 2. Underworld

The information concerning Underworld contained in the Offer to Purchase and this Circular, including information incorporated herein by reference, has been taken from or based upon publicly available documents and records on file with Canadian securities regulatory authorities and other public sources. Although Kinross does not have any knowledge that would indicate that any statements contained herein relating to Underworld taken from or based upon such documents and records are inaccurate or incomplete, neither Kinross nor any of its officers or directors assumes any responsibility for the accuracy or completeness of the information relating to Underworld taken from or based upon such documents and records, or for any failure by Underworld to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Kinross.

**Overview**

Underworld is a mineral exploration company governed by the BCBCA and is engaged in the acquisition, exploration and development of mineral properties. Underworld currently directly or indirectly holds or has the right to acquire interests in a number of mineral properties in the Yukon Territory. In particular, Underworld is focusing substantially all of its resources on its Yukon Properties. The registered office of Underworld is located at DuMoulin Black LLP, 10<sup>th</sup> Floor, 595 Howe Street, Vancouver, British Columbia, V6C 2T5 and the principal office is located at Suite 1500, 409 Granville Street, Vancouver, British Columbia, V6C 1T2.

Underworld is a reporting issuer or the equivalent in the provinces of British Columbia, Alberta, Ontario and the Northwest Territories and files its continuous disclosure documents with the relevant Canadian securities regulatory authorities. Such documents are available at [www.sedar.com](http://www.sedar.com).

**Share Capital of Underworld**

Underworld is authorized to issue an unlimited number of Underworld Shares. As at March 15, 2010, 42,177,587 Underworld Shares were issued and outstanding.

Holders of Underworld Shares are entitled to one vote per share at all meetings of shareholders of the corporation. Holders of Underworld Shares are entitled to receive dividends if, as and when declared by the board of directors of Underworld. Holders of Underworld Shares are entitled to receive a pro rata share of the assets of Underworld available for distribution to holders of Underworld Shares in the event of liquidation, dissolution or winding up of Underworld.

**Price Range and Trading Volume of Underworld Shares**

The Underworld Shares are listed and posted for trading on the TSX-V under the symbol "UW". The following table sets forth, for the periods indicated, the reported high, low and closing trading prices and the aggregate volume of trading of the Underworld Shares on the TSX-V.

	Underworld Shares on the TSX-V			
	High (Cdn.\$)	Low (Cdn.\$)	Close (Cdn.\$)	Volume (#)
<b>2009</b>				
March	\$ 0.60	\$ 0.41	\$ 0.55	2,752,910
April	\$ 0.70	\$ 0.52	\$ 0.52	979,010
May	\$ 1.70	\$ 0.51	\$ 1.50	7,133,140
June	\$ 2.64	\$ 1.38	\$ 1.68	13,083,904
July	\$ 1.88	\$ 1.32	\$ 1.66	6,118,687
August	\$ 1.78	\$ 1.30	\$ 1.55	3,578,753
September	\$ 1.69	\$ 1.25	\$ 1.30	5,572,555
October	\$ 1.80	\$ 1.28	\$ 1.42	5,332,259
November	\$ 1.55	\$ 1.28	\$ 1.38	2,593,903
December	\$ 2.00	\$ 1.38	\$ 1.83	3,148,248
<b>2010</b>				
January	\$ 1.84	\$ 1.58	\$ 1.62	3,172,705
February	\$ 1.84	\$ 1.55	\$ 1.67	3,075,097
March (1 to 18)	\$ 2.62	\$ 1.70	\$ 2.58	31,189,068

Kinross announced its intention to make the Offer on March 11, 2010. On March 10, 2010, the last trading day prior to such announcement, the closing price of the Underworld Shares on the TSX-V was Cdn.\$1.93. The volume-weighted average price of the Underworld Shares on the TSX-V for the 20 trading days ending on March 10, 2010 was Cdn.\$1.81.





### 3. Recommendation of the Board of Directors of Underworld

The board of directors of Underworld, upon consultation with its financial and legal advisors and on receipt of a recommendation of a special committee of Underworld directors, has unanimously determined that the Offer is fair from a financial point of view to Shareholder (other than Kinross) and is in the best interests of Underworld and the Shareholders (other than Kinross) and, accordingly, has unanimously recommended that Shareholders (other than Kinross) accept the Offer and deposit their Underworld Shares under the Offer.

### 4. Background to the Offer

In March 2008, representatives of Kinross contacted Underworld management to express interest in learning more about the Yukon Properties. Following the initial contact, Underworld management provided Kinross with some limited information on both the Yukon Properties and the Company. On July 22, 2008, Kinross and Underworld entered into a confidentiality agreement with a one-year term. From July 31, 2008 until August 2, 2008, a geological consultant to Kinross met with Underworld representatives and undertook site visits at the Yukon Properties.

In August 2008, Underworld approached Kinross to solicit Kinross' participation in a private placement purchase of Underworld Shares. On September 12, 2008, Kinross and Underworld entered into a share subscription agreement pursuant to which Kinross purchased, on a private placement basis, 1,818,181 Underworld Shares at a price of Cdn.\$0.55 per Underworld Share. As a result of the transaction, Kinross acquired a 9.8% ownership interest in Underworld (based on the number of Underworld Shares outstanding at the time) and, pursuant to the share subscription agreement, Kinross was granted the right to participate in future equity financings by Underworld on a *pro rata* basis.

On November 5, 2008, Kinross purchased, on a private placement basis, 450,000 flow-through Underworld Shares at a price of Cdn.\$0.55 per share to maintain its *pro rata* interest in Underworld.

On February 27, 2009, Kinross purchased, on a private placement basis, 450,000 Underworld Shares at a price of Cdn.\$0.35 per Underworld Share, again thereby maintaining its *pro rata* interest in Underworld.

On each of June 13 and 14, 2009, Kinross personnel met with Underworld personnel and undertook a site visit at the Yukon Properties.

On June 19, 2009, Kinross purchased, on a private placement basis, 1,200,000 units of Underworld at a price of Cdn.\$1.25 per unit. Each unit consisted of one Underworld Share and one-half of one Underworld Warrant, where one whole Underworld Warrant entitled the holder to purchase one Underworld Share at a price of Cdn.\$1.60 at any time over the following 12 months. As a result of this purchase, and the other financing transactions effected by Underworld over the prior twelve months, Kinross held a 9.6% ownership interest in Underworld (based on the number of Underworld Shares outstanding at the time).

On September 7, 2009, Kinross personnel met with Underworld personnel and undertook a site visit at the Yukon Properties.

On December 8, 2009, senior representatives from Kinross, including Mr. Paul Rollinson, Executive Vice President, Corporate Development, and Mr. Geoff Gold, Executive Vice President and Chief Legal Officer, and senior representatives from Underworld, including Mr. Michael Williams, Chairman of the Board, and Mr. Robert McLeod, Director, met in Vancouver. During the meeting, Mr. Rollinson asked Messrs. Williams and McLeod about their interest in discussing the possibility of a

business combination involving Kinross and Underworld. Representatives of Underworld expressed their interest in exploring a possible business combination, but were uncertain with respect to the timing of such a transaction.

On December 18, 2009, Mr. Tye Burt, President and Chief Executive Officer of Kinross, and Mr. Rollinson met with Messrs. Williams and McLeod in Vancouver. During the meeting, Mr. Burt delivered a written non-binding expression of interest to Messrs. Williams and McLeod which proposed, among other things, the acquisition of Underworld by Kinross. After a brief discussion, Mr. Williams indicated that Underworld would convene a board meeting to consider Kinross' proposal.

On December 23, 2009, Underworld delivered a letter to Kinross that, among other things, indicated that Underworld was not prepared to support Kinross' proposal at that time.

On January 12, 2010, the Kinross board of directors met and was updated on the status of the potential transaction. After receiving the input and recommendations of Kinross management and the advice of Kinross' legal and financial advisors, the board of directors delegated authority to approve an offer to the President and Chief Executive Officer and a special committee of the board of directors. Consideration was given to the timing of a transaction and any further proposals to Underworld's board of directors or shareholders, and Kinross' management and board of directors determined that it would be prudent to defer until Underworld released its initial NI 43-101-compliant resource estimate for the Golden Saddle and Arc deposits at the White Gold property prior to pursuing further a transaction involving Underworld.

On January 19, 2010, Underworld publicly disseminated by way of press release its initial NI 43-101-compliant resource estimate for the Golden Saddle and Arc deposits at the White Gold property in the Yukon Territory.

On March 9, 2010, Mr. Burt spoke by telephone with Mr. McLeod, and indicated that Kinross expected to make a further proposal regarding a potential acquisition transaction at a meeting between representatives of the two companies taking place the following morning at the Kinross headquarters in Toronto. On March 10, 2010, that meeting took place, during which Mr. Burt presented an acquisition proposal to Mr. McLeod for consideration by the Underworld board of directors, at an increased premium to the prior December 18, 2009 proposal. Mr. McLeod indicated that the Underworld board of directors would be in a position to respond quickly. Later that day, following a meeting of the Underworld board of directors, Mr. McLeod, Mr. Williams and Mr. Adrian Fleming, President of Underworld, met with Mr. Burt, Mr. Guido Lenarduzzi and Ms. Kathleen Grandy of Kinross, and the final commercial terms of the Offer were negotiated and agreed upon. Subsequent to the open of markets on March 11, 2010, the parties executed a form of letter agreement setting forth the principal terms of the Offer, to be subject to the successful negotiation and execution of a definitive form of Support Agreement, and publicly announced the execution of the letter agreement and agreement in principle regarding the Offer.

On March 11, 2010, subsequent to the opening of trading on the TSX and NYSE, Kinross issued a press release announcing its intention to make the Offer.

Between March 11 and March 15, 2010, Kinross and Underworld negotiated and settled the terms of the Support Agreement and the Lock-Up Agreements. The Support Agreement and Lock-up Agreements were executed late in the evening on March 15, 2010, following which their execution was publicly announced early on the morning of March 16, 2010.

#### ***Support Agreement***

The Support Agreement sets forth, among other things, the terms and conditions upon which the Offer is to be made by Kinross. The following is a summary of the principal terms of the Support Agreement. This summary is qualified in its entirety by the full text of the Support Agreement filed by Kinross (i) with the Canadian securities regulatory authorities and available at [www.sedar.com](http://www.sedar.com) and (ii) with the SEC and available at [www.sec.gov](http://www.sec.gov).

#### ***The Offer***

Kinross agreed to make the Offer on the terms and subject to the conditions set forth in the Support Agreement.

#### ***Support for the Offer***

Underworld has confirmed in the Support Agreement that the board of directors of Underworld, upon consultation with its financial and legal advisors and on receipt of a recommendation of a special committee of Underworld directors, has unanimously

determined that the Offer is fair from a financial point of view to Shareholders (other than Kinross) and is in the best interests of Underworld and the Shareholders (other than Kinross) and, accordingly, has unanimously recommended that Shareholders (other than Kinross) accept the Offer and deposit their Underworld Shares under the Offer. In addition, all of Underworld's directors and senior officers have entered into the Lock-Up Agreements, pursuant to which they have agreed to support the Offer and have agreed that the press release to be issued by Kinross announcing the Offer may so state and that references to such support may be made in other documents relating to the Offer.

*Board Representation*

Following the Effective Date, provided that Kinross has taken up and paid for such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 50.1% of the outstanding Underworld Shares (calculated on a fully-diluted basis), and from time to time thereafter, Kinross shall be entitled to designate the directors of the board of directors of Underworld, and any committees thereof and, subject to obtaining a release in favour of each resigning member of the board of directors of Underworld who is being replaced by a Kinross designee and confirmation that insurance coverage is maintained as contemplated in the Support Agreement. Underworld has agreed not to frustrate Kinross' attempts to do so, and covenants to cooperate with Kinross, subject to applicable laws, to obtain the resignation of any then incumbent directors effective on the date specified by Kinross and facilitate having Kinross' designees elected or appointed to the board of directors of Underworld without the necessity of calling a meeting of Shareholders (including, at the request of Kinross, by using all commercially reasonable efforts to secure the resignations of the incumbent directors to enable Kinross' designees to be elected or appointed to the board of directors of Underworld).

*Representations and Warranties*

The Support Agreement contains a number of customary representations and warranties of Kinross and Underworld relating to, among other things, corporate status; capitalization; and the corporate authorization and enforceability of, and board approval of, the Support Agreement and the Offer. The representations and warranties also address various matters relating to the business, operations and properties of each of the parties and their respective subsidiaries, including, accuracy of financial statements; absence of undisclosed liabilities; absence of any Underworld Material Adverse Effect and certain other changes or events since September 30, 2009; absence of any undisclosed litigation or other actions which if determined adversely would reasonably be expected to have an Underworld Material Adverse Effect; employment matters; pension matters; tax matters; compliance with laws; insurance; environmental matters; mineral resources; interest in mineral rights; restrictions on business activities; stock exchange compliance; no expropriation; no conflict; reporting issuer status; brokers; operational matters; restrictions on business activities; non-arm's length transactions; books and records; and reports.

*Conduct of the Business of Underworld*

Underworld covenants and agrees in the Support Agreement that prior to the earlier of the time of the appointment or election to the board of directors of Underworld of persons designated by Kinross who represent a majority of the directors of Underworld and the termination of the Support Agreement, Underworld shall, and shall cause each of its subsidiaries to, conduct its and their respective business only in, not take any action except in, and maintain their respective facilities in, the ordinary course of business consistent with past practice and to use commercially reasonable efforts to preserve intact its and their present business organization and goodwill, to preserve intact Underworld and its property and mineral rights, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, employees and others having business relationships with them.

Underworld shall provide Kinross with prompt written notice of: (a) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, mineral rights, articles, by-laws, licenses, permits, rights, or privileges, whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Underworld or any of its subsidiaries which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in an Underworld Material Adverse Effect; (b) the occurrence, or failure to occur, of any event or state of facts which occurrence or

failure would or would be likely to (x) cause any of the representations of Underworld contained in the Support Agreement to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or material adverse effect qualification already contained within such representation) in any material respect; or (y) result in

the failure in any material respect of Underworld to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration qualifications already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Date.

*Covenants Regarding Non-Solicitation*

The Support Agreement contains certain "non-solicitation" provisions pursuant to which Underworld has agreed that it will not, directly or indirectly, take any action of any kind which might, directly or indirectly, interfere with the successful acquisition of Underworld Shares pursuant to the Offer or the Contemplated Transaction, including any action to:

make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other person (including any of its officers or employees) relating to any liquidation, dissolution, recapitalization, merger, amalgamation, arrangement, acquisition or purchase of all or a material portion of the assets of, or any material equity interest (including Underworld Shares) in, Underworld on a consolidated basis or other similar transaction or business combination (any such proposal or offer being referred to as an "**Acquisition Proposal**"), or participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage any effort or attempt by any person to do or seek to do any of the foregoing;

engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other person to make or complete any Acquisition Proposal, provided that, for greater certainty, Underworld may advise any person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when Underworld's board of directors has so determined;

withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Kinross, the approval or recommendation of Underworld's board of directors or any committee thereof of the Support Agreement or the Offer;

approve, recommend, or remain neutral with respect to, or propose publicly to approve, recommend, or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until 10 calendar days following the public announcement of such Acquisition Proposal shall not be considered a violation of this provision); or

accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal.

The Support Agreement provides that, notwithstanding the foregoing restrictions, nothing shall prevent the board of directors of Underworld from, and the board of



directors of Underworld shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any person that has made a *bona fide* unsolicited written Acquisition Proposal that the board of directors of Underworld has determined constitutes or would reasonably be expected to result in a Superior Proposal, or provide information pursuant to the Support Agreement to, any person in response to an Acquisition Proposal by any such person provided that the requirements of the Support Agreement are met.

Underworld shall immediately cease and cause to be terminated any existing discussions or negotiations with any person (other than Kinross) with respect to any potential Acquisition Proposal and request the return or destruction of all confidential information provided in connection with such Acquisition Proposal. Underworld agrees not to release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or modify or waive the terms thereof.

From and after the date of the Support Agreement, Underworld shall immediately provide notice to Kinross of any *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Underworld or any of its subsidiaries in connection with such an Acquisition Proposal or for access to the properties, books

or records of Underworld or any subsidiary by any person that informs Underworld, any member of the board of directors of Underworld or any subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice to Kinross shall be made, from time to time, first immediately orally and then promptly in writing and shall indicate the identity of the person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Underworld and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Underworld shall keep Kinross promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Kinross with respect thereto.

If the board of directors of Underworld receives a request for material non-public information from a person who proposes to Underworld an unsolicited *bona fide* written Acquisition Proposal and the board of directors of Underworld determines, that such Acquisition Proposal constitutes or would reasonably be expected to result in a Superior Proposal, and in the opinion of the board of directors of Underworld, acting in good faith on advice from their outside legal advisors, the failure to provide such party with access to information of Underworld or its subsidiaries would be inconsistent with the fiduciary duties of the board of directors of Underworld, then, and only in such case, Underworld may provide such person with access to information regarding Underworld and its subsidiaries, subject to the execution of a confidentiality and standstill agreement which is customary in such situations and which, in any event and taken as a whole, is no less favourable to Underworld than the confidentiality and standstill provisions contained in the Support Agreement; provided that Underworld sends a copy of any such confidentiality and standstill agreement to Kinross promptly upon its execution and Kinross is provided with a list of, and, at the request of Kinross, copies of, the information provided to such person and is immediately provided with access to similar information to which such person was provided.

Underworld agrees that it will not enter into any agreement (a "**Proposed Agreement**"), other than a confidentiality and standstill agreement as contemplated in the preceding paragraph, with any person providing for or to facilitate an Acquisition Proposal nor withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Kinross the approval or recommendation of the Offer, nor accept, approve or recommend any Acquisition Proposal, unless:

the board of directors of Underworld determines that the Acquisition Proposal constitutes a Superior Proposal;

Underworld has complied with the non-solicitation restrictions in the Support Agreement;

Underworld has provided Kinross with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Proposed Agreement relating to such Superior Proposal, and a written notice from the board of directors of Underworld regarding the value in financial terms that the board of directors of Underworld has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Kinross not less than four business days prior to the proposed acceptance, approval, recommendation or execution of any such Proposed Agreement by Underworld;

four business days shall have elapsed from the date Kinross received the notice and documentation referred to in the immediately preceding paragraph from Underworld and, if Kinross has proposed to amend the terms of the Offer in accordance with the Support Agreement, the board of directors of Underworld shall have determined in good faith after consultation with its financial advisors that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Offer by Kinross;

Underworld concurrently terminates the Support Agreement in accordance with paragraph (l) under the heading "Termination" below; and

Underworld has previously, or concurrently will have, paid to Kinross the Termination Fee (defined below).

*Kinross Opportunity to Match*

Pursuant to the Support Agreement, Underworld has acknowledged and agreed that, during the four business day period referred to above or such longer period as Underworld may approve for such purpose, Kinross shall have the opportunity, but not the obligation, to propose to amend the terms of the Support Agreement and the Offer and Underworld shall co-operate with Kinross with respect thereto, including negotiating in good faith with Kinross to enable Kinross to make such adjustments to the terms and conditions of the Support Agreement and the Offer as Kinross deems appropriate and as would enable Kinross to proceed with the Offer and any related transaction on such adjusted terms. The board of directors of Underworld will review any proposal by Kinross to amend the terms of the Offer in order to determine, in good faith in the exercise of its fiduciary duties, whether Kinross' proposal to amend the Offer would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Offer.

The board of directors of Underworld shall promptly reaffirm its recommendation of the Offer by press release after: (a) any Acquisition Proposal which the board of directors of Underworld determines not to be a Superior Proposal is publicly announced or made; or (b) the board of directors of Underworld determines that a proposed amendment to the terms of the Offer would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Kinross has so amended the terms of the Offer. Kinross and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Underworld, acting reasonably.

Nothing in the Support Agreement shall prevent the board of directors of Underworld from responding through a directors' circular or otherwise as required by applicable securities laws to an Acquisition Proposal that it determines is not a Superior Proposal. Further, nothing in the Support Agreement shall prevent the board of directors of Underworld from making any disclosure to the securityholders of Underworld if the board of directors of Underworld, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the board of directors of Underworld. Kinross and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such directors' circular, recognizing that whether or not such comments are appropriate will be determined by Underworld, acting reasonably.

*Termination*

The Support Agreement may be terminated by notice in writing:

- (a) at any time prior to the Effective Date by mutual consent of Kinross and Underworld;
- (b) by Kinross, if any condition to making the Offer set forth in the Support Agreement is not satisfied or waived by March 29, 2010 (other than as a result of Kinross' default under the Support Agreement);
- (c) by Kinross, if any condition of the Offer is not satisfied or waived by the Expiry Time (other than as a result of Kinross' default under the Support Agreement);
- (d) by Kinross at any time if:

- (i) Underworld is in material default of any of its non-solicitation covenants or obligations in the Support Agreement;
- (ii) Underworld has breached or failed to perform in any material respect, any of its covenants or obligations under the Support Agreement at or prior to the Effective Date;
- (iii) (A) any representations or warranties made by Underworld in the Support Agreement that are qualified by materiality or Underworld Material Adverse Effect qualifications shall have been at the date of the Support Agreement untrue or incorrect or shall have become untrue or incorrect at any time prior to the Expiry Time, or (B) any of the representations or warranties of Underworld contained in the Support Agreement that are not so qualified shall have been untrue or incorrect at any time prior to the Expiry Time in any material respect; except that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date;

provided that in the case of any of (ii) or (iii), such right of termination shall not be available with respect to any breach or failure that is capable of being cured and such breach or failure has been cured by the earlier of the date which is 15 days from the date of written notice of such breach or failure and the business day prior to the Expiry Time;

(e)

by Underworld at any time if:

(i)

Kinross has breached or failed to perform in any material respect any covenants or obligations under the Support Agreement at or prior to the Effective Date;

(ii)

(A) any representations or warranties made by Kinross in the Support Agreement that are qualified by materiality or Kinross Material Adverse Effect qualifications shall have been at the date of the Support Agreement untrue or incorrect or shall have become untrue or incorrect at any time prior to the Expiry Time, or (B) any of the representations or warranties of Kinross contained in the Support Agreement that are not so qualified shall have been untrue or incorrect at any time prior to the Expiry Time in any material respect; except that the accuracy of representations and warranties that by their terms speak as of a specified date will be determined as of such date;

provided that in the case of any of (i) or (ii), such right of termination shall not be available with respect to any breach or failure that is capable of being cured and such breach or failure has been cured by the earlier of the date which is 15 days from the date of written notice of such breach or failure and the business day prior to the Expiry Time;

(f)

by Underworld if Kinross has not taken up and paid for such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 50.1% of the outstanding Underworld Shares (calculated on a fully-diluted basis) under the Offer within 90 days after the Offer is commenced, otherwise than as a result of the breach by Underworld of any covenant or obligation under the Support Agreement or as a result of any representation or warranty of Underworld in the Support Agreement being untrue or incorrect in any material respect; provided, however, that if Kinross' take-up and payment for Underworld Shares deposited under the Offer is delayed by: (i) an injunction or order made by a court or regulatory authority of competent jurisdiction; or (ii) Kinross not having obtained any regulatory waiver, consent or approval which is necessary to permit Kinross to take up and pay for Underworld Shares deposited under the Offer (other than as a result of Kinross' default hereunder), then, provided that such injunction or order is being contested or appealed or such regulatory waiver, consent or approval is being actively sought, as applicable, the Support Agreement shall not be terminated by Underworld until the earlier of (x) 150 days after the Offer is commenced, and (y) the fifth business day following the date on which such injunction or order ceases to be in effect or such waiver, consent or approval is obtained, as applicable;

- (g) by Kinross or Underworld, if any court of competent jurisdiction or other governmental authority shall have issued an order, decree or ruling enjoining or otherwise prohibiting any of the transactions contemplated in the Support Agreement (unless such order, decree or ruling has been withdrawn, reversed or otherwise made inapplicable);
- (h) by Kinross, if any litigation or other proceeding is pending or has been threatened to be instituted by any person or Governmental Entity, which, in the good faith judgment of Kinross, could reasonably be expected to result in a decision, order, decree or ruling that enjoins, prohibits, grants damages in a material amount in respect of, or materially impairs the benefits of, any of the transactions contemplated by the Support Agreement;
- (i) by Kinross if: (i) the board of directors of Underworld withdraws, modifies or changes its recommendation in a manner adverse to Kinross; (ii) the board of directors of Underworld approves or recommends or publicly proposes to approve or recommend, acceptance of an Acquisition Proposal; (iii) the board of directors of Underworld or any committee thereof does not reaffirm its recommendation in favour of the Offer to the Shareholders in a press release or directors' circular within three calendar days of a written request by Kinross (or, in the event that the Offer shall be

scheduled to expire within such three calendar day period, prior to the scheduled expiry of the Offer); (iv) the board of directors of Underworld or any committee thereof remains neutral beyond the 10 calendar day period set out in the Support Agreement in respect of an Acquisition Proposal; or (v) Underworld fails to take any action required under the Support Agreement to allow for the timely completion of any of the transactions contemplated by the Support Agreement between Kinross and Underworld;

(j)

by Kinross, if Kinross has been notified in writing by Underworld of a Proposed Agreement in accordance with the Support Agreement and (i) Kinross does not deliver an amended Offer within four business days of delivery of the Proposed Agreement to Kinross, or (ii) Kinross delivers an amended Offer but the board of directors of Underworld determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Proposed Agreement continues to be a Superior Proposal in comparison to the amended Offer of Kinross;

(k)

by Underworld, if Kinross does not commence the Offer and mail the offer documents by March 29, 2010 or any extension thereof pursuant to the Support Agreement; and

(l)

by Underworld, if Underworld proposes to accept, approve or recommend, or enter into any agreement relating to, a Superior Proposal in compliance with the relevant provisions of the Support Agreement, provided that Underworld has previously or concurrently will have paid to Kinross the Termination Fee pursuant to the Support Agreement and further provided that Underworld has not breached any of its covenants, agreements or obligations in the Support Agreement.

#### *Termination Payment*

Kinross shall be entitled to a cash termination payment in an amount equal to Cdn.\$4,176,000 (the "**Termination Fee**") upon the occurrence of any of the following events, which shall be paid by Underworld within the time specified in respect of any such events:

the Support Agreement is terminated in the circumstances set out in paragraph (d)(i), paragraph (i) or paragraph (j) under "Termination" above, in which case the Termination Fee shall be paid to Kinross as soon as practicable and in any event within two business days of the day on which the Support Agreement is terminated;

the Support Agreement is terminated pursuant to paragraph (l) under "Termination" above, in which case the Termination Fee shall be paid to Kinross prior to or concurrently with the entering into of a Proposed Agreement; or

prior to the termination of the Support Agreement (i) an Acquisition Proposal is publicly announced or otherwise made, (ii) the Offer is not completed as a result of the Minimum Tender Condition not being satisfied, and (iii) within 12 months after the date of the Support Agreement, either (A) any Underworld Shares are acquired



under such Acquisition Proposal or another Acquisition Proposal; or (B) the board of directors of Underworld approves or recommends an Acquisition Proposal, or Underworld enters into a definitive agreement with respect to an Acquisition Proposal, in which case the Termination Fee shall be paid to Kinross on the earlier of the date the Underworld Shares are acquired and the date the Acquisition Proposal is consummated and the date the Acquisition Proposal is approved or recommended or entered into or agreed to.

*Expenses*

Each party shall pay its own expenses incurred in connection with the Support Agreement, the completion of the transactions contemplated by the Support Agreement and/or the termination of the Support Agreement, irrespective of the completion of the transactions contemplated by the Support Agreement.

*Directors' and Officers' Insurance*

Kinross agrees that for the period from the Effective Date until six years after the Effective Date, Kinross will cause Underworld or any successor to Underworld (including the successor resulting from the winding-up or liquidation or dissolution of Underworld) to maintain Underworld's current directors' and officers' insurance

policy or an equivalent policy subject in either case to terms and conditions no less advantageous to the directors and officers of Underworld and its subsidiaries than those contained in the policy in effect on the date of the Support Agreement, for all present and former directors and officers of Underworld, and its subsidiaries, covering claims made prior to or within six years after the Effective Date. Kinross also agrees that after the expiration of such six-year period it will use all commercially reasonable efforts to cause such directors and officers to be covered under Kinross' then existing directors' and officers' insurance policy, if any. Kinross shall, and shall cause Underworld (or its successor) to, indemnify each present and former director, officer and employee of Underworld and its subsidiaries to the fullest extent to which Kinross and Underworld and its subsidiaries are permitted to indemnify such officers and directors under their respective charter, by-laws, applicable laws and contracts of indemnity.

### ***Lock-Up Agreements***

Each Lock-Up Agreement sets forth, among other things, the terms and conditions upon which each Locked-Up Shareholder has agreed, among other things, to deposit under the Offer all of the Underworld Shares currently owned or controlled by such Locked-Up Shareholder. The following is a summary of the principal terms of the Lock-Up Agreements. This summary is qualified in its entirety by the full text of the Lock-Up Agreements filed by Kinross (i) with the Canadian securities regulatory authorities and available at [www.sedar.com](http://www.sedar.com) and (ii) with the SEC and available at [www.sec.gov](http://www.sec.gov).

Under the Lock-Up Agreements, each of the Locked-Up Shareholders has agreed, among other things, to deposit under the Offer all of the Underworld Shares currently owned or controlled by such Locked-Up Shareholder, being an aggregate of 3,586,300 Underworld common shares. The Locked-Up Shareholders have agreed not to withdraw such Underworld Shares from the Offer except and unless the Lock-Up Agreements are terminated in accordance with their terms.

Each Locked-Up Shareholder has covenanted and agreed that it will:

- (a) not and will cause its affiliates not to take any act, directly or indirectly, which may in any way adversely affect the success of the Offer or the purchase of any Underworld Shares under the Offer;
- (b) use its reasonable best efforts to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, to consummate the transactions contemplated by the Lock-Up Agreements and the Offer, including using its reasonable best efforts to: (A) support the Offer; (B) obtain all necessary consents, approvals and authorizations as are required to be obtained by the Locked-Up Shareholder under any federal, provincial or foreign law or regulations with respect to the Lock-Up Agreements or the Offer; (C) lift or rescind any injunction or restraining order or other order adversely affecting the Locked-Up Shareholder's ability to consummate the transactions contemplated hereby or by the Offer; and (D) fulfill all conditions and satisfy all provisions of the Lock-Up Agreements and the Offer applicable to the Locked-Up Shareholder;
- (c) not and shall not permit any of its affiliates to sell, transfer, pledge or encumber in any way any Underworld Shares or relinquish or modify such Locked-Up Shareholder's right or the right of any of its

affiliates to sell, exercise control or direction over or to vote any Underworld Shares or enter into any agreement to do any of the foregoing;

(d)

not and will cause its affiliates not to, prior to the public announcement by the Offeror of the terms of the Offer, directly or indirectly, disclose to any person, firm or corporation (other than the Company and the financial and legal advisors of the Locked-Up Shareholder, in each case, who need to know such information in order to facilitate completion of the transactions contemplated hereby) the existence of the terms and conditions of the Lock-Up Agreements, or the possibility of the Offer being made or any terms or conditions or other information concerning any possible offer to be made for Underworld Shares;

(e)

immediately cease and cause to be terminated existing discussions, if any, with parties (other than the Offeror) with respect to any Acquisition Proposal and it will not, directly or indirectly, make, solicit, initiate, promote or encourage inquiries from or submission of proposals or offers from any other Person other than the Offeror or its Affiliates, relating to any Acquisition Proposal, enter into any agreement related to any Acquisition Proposal, furnish to any Person any information with respect to,

or otherwise cooperate in any way with, or otherwise assist or participate in, facilitate or encourage, any effort or attempt by any Person other than the Offeror or its Affiliates to do or seek to do any of the foregoing;

- (f) not grant or agree to grant any proxy or other right to the Underworld Shares, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind with respect to the Underworld Shares, other than pursuant to the Offer;
- (g) take all such steps as are required to ensure that at the time at which the Offeror becomes entitled to take up and pay for Underworld Shares pursuant to the Offer, and at the time at which the Offeror so takes up and pays for such Underworld Shares, the Underworld Shares will be beneficially owned by the Locked-Up Shareholder with a good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges and encumbrances of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Underworld Shares or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such shares (collectively, "**Encumbrances**"); and
- (h) vote (or cause to be voted) all the Underworld Shares at any meeting of holders of Underworld Shares or any adjournment thereof, and in any action by written consent of holders of Underworld Shares: (i) in favour of the approval, consent, ratification and adoption of the Offer or any Alternative Transaction (as defined in the Lock-Up Agreements) and any actions required or deemed advisable by the Offeror in furtherance thereof; (ii) against any action that is intended or would reasonably be expected to impede, interfere with, delay, postpone or discourage the Offer or any Alternative Transaction.

Each Lock-Up Agreement can be terminated by notice in writing:

- (a) at any time by mutual consent of the Offeror and the Locked-Up Shareholder;
- (b) by the Locked-Up Shareholder or the Offeror, if (i) the Underworld Shares have not been taken up and paid for by the Offeror by a date that is 90 days after the Offer is commenced; or (ii) the Support Agreement is terminated in accordance with its terms for any reason;
- (c) by the Offeror, if the Locked-Up Shareholder is in material default of any covenant or obligation under the Lock-Up Agreement or if any representation or warranty of the Locked-Up Shareholder shall have been at the date hereof, or subsequently becomes, untrue or incorrect in any material respect; or
- (d)

by the Locked-Up Shareholder, if the Offeror is in material default of any covenant or obligation under the Lock-Up Agreement or if any representation or warranty of the Offeror under the Lock-Up Agreement shall have been at the date hereof, or subsequently becomes, untrue or incorrect in any material respect; provided that the Locked-Up Shareholder has notified the Offeror in writing of any of the foregoing events and the same has not been cured by the Offeror within 10 days of the date such notice was received by the Offeror.

#### **5. Strategic Rationale for the Proposed Acquisition**

Kinross believes that the successful completion of the Offer and subsequent acquisition of Underworld will add an attractive, early-stage exploration project to Kinross' balanced portfolio of quality assets. For Shareholders, the Offer represents a substantial premium to the pre-announcement trading price of the Underworld Shares. Based on the closing price of the Kinross Shares on the TSX on March 10, 2010, the Offer represented a premium of approximately 36.0% over the closing price of the Underworld Shares on the TSX-V on the same date. Based on the volume-weighted average price of the Kinross Shares on the TSX for the 20 trading days ended March 10, 2010, the Offer represented a premium of approximately 50.2% over the volume-weighted average price of the Underworld Shares on the TSX-V for the same period.

These anticipated benefits are based on various assumptions and are subject to various risks. See "Statements Regarding Forward Looking Information" and Section 7 of this Circular, "Risk Factors Related to the Offer".

## **6. Purpose of the Offer and Kinross' Plans for Underworld**

### ***Purpose of the Offer***

The purpose of the Offer is to enable Kinross to acquire all of the Underworld Shares. If the conditions of the Offer are satisfied or waived and Kinross takes up and pays for the Underworld Shares validly deposited under the Offer, Kinross intends to acquire any Underworld Shares not deposited under the Offer through a Compulsory Acquisition, if available, or to propose a Subsequent Acquisition Transaction, in each case for consideration per Underworld Share equal in value to and in the same form as the consideration paid by Kinross per Underworld Share under the Offer. For these purposes, in calculating the value of the consideration offered in any Subsequent Acquisition Transaction, each Kinross Share shall be deemed to be at least equal in value to each Kinross Share offered under the Offer. The exact timing and details of any such transaction will depend upon a number of factors, including the number of Underworld Shares acquired by the Offeror pursuant to the Offer. Although Kinross intends to propose either a Compulsory Acquisition or a Subsequent Acquisition Transaction generally on the terms described herein, it is possible that, as a result of delays in Kinross' ability to effect such a transaction, information subsequently obtained by Kinross, changes in general economic or market conditions or in the business of Underworld, or other currently unforeseen circumstances, such a transaction may not be proposed, may be delayed or abandoned or may be proposed on different terms. Accordingly, Kinross reserves the right not to propose a Compulsory Acquisition or Subsequent Acquisition Transaction, or to propose a Subsequent Acquisition Transaction on terms other than as described herein. See Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited".

### ***Plans for Kinross and Underworld Following the Completion of the Offer***

If the Offer is accepted and Kinross acquires all of the outstanding Underworld Shares, Kinross intends to conduct a review of Underworld and its assets, operations, management and personnel, to determine the changes necessary to integrate the operations and management of Underworld into the operations and management of Kinross as soon as possible after the Offer is completed. If permitted by applicable law, subsequent to completion of the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction, if necessary, Kinross intends to apply to delist the Underworld Shares from the TSX-V.

### ***Treatment of Underworld Options and Underworld Warrants***

The Offer is made only for Underworld Shares and is not made for any Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares. Any holder of such Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares who wishes to accept the Offer should, to the extent permitted by their terms and applicable law, fully exercise or exchange their Underworld Options, Underworld Warrants or other rights in order to obtain certificates representing Underworld Shares that may be deposited in accordance with the terms of the Offer. Any such exercise or exchange must be made sufficiently in advance of the Expiry Date to ensure such holders that they will have certificates representing Underworld Shares available for deposit prior to the Expiry Time or in sufficient time to fully comply with the procedures referred to in Section 5 of the Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery".

Following the Effective Date, provided that Kinross has taken-up and paid for such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least 66<sup>2</sup>/<sub>3</sub>% of the outstanding Underworld Shares (calculated on a fully-diluted basis) and has received all Appropriate Regulatory Approvals, if any holder of Underworld Options does not exercise such options and deposit the resulting Underworld Shares under the Offer prior to the Expiry Time, each such Underworld Option shall be exchanged for a

fully vested option (each, a "**Replacement Option**") to purchase from Kinross the number of Kinross Shares (rounded down to the nearest whole share) equal to (i) the Option Exchange Ratio; multiplied by (ii) the number of Underworld Shares subject to such Underworld Option immediately prior to the Effective Date. Such Replacement Option shall provide for an exercise price per Kinross Share (rounded up to the nearest whole cent) equal to (i) the exercise price per Kinross Share otherwise purchasable pursuant to such Replacement Option; divided by (ii) the Option Exchange Ratio. The term to expiry, conditions to and manner of exercising will be the same as the Underworld Option for which it was exchanged, and shall be governed by the terms of the Underworld Stock Option Plan (provided that the

Underworld Options will not expire prior to their original expiry date, notwithstanding the holder ceases prior to the original expiry date of such Underworld Options to be an "eligible person" (as defined in the Stock Option Plan) and any certificate or option agreement previously evidencing the Underworld Option shall thereafter evidence and be deemed to evidence such Replacement Option.

See Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited".

**The tax consequences to holders of Underworld Options, Underworld Warrants of exercising or not exercising their Underworld Options or Underworld Warrants are not described in this Circular. Holders of Underworld Options or Underworld Warrants should consult their tax advisors for advice with respect to potential income tax consequences to them in connection with the decision to exercise or not exercise their Underworld Options or Underworld Warrants.**

## **7. Risk Factors Related to the Offer**

Shareholders should carefully consider the following risk factors related to the Offer. In addition to the risks set out in the documents incorporated by reference in the Offer and Circular, the proposed combination of Kinross with Underworld upon the successful completion of the Offer (including any Compulsory Acquisition or Subsequent Acquisition Transaction) is subject to certain risks, including the following:

### ***The integration of Kinross and Underworld may not occur as planned***

The Offer has been made with the expectation that its successful completion will result in increased gold production and enhanced growth opportunities for the combined company. These anticipated benefits will depend in part on whether Kinross and Underworld's operations can be integrated in an efficient and effective manner. Most operational and strategic decisions and certain staffing decisions with respect to the combined company have not yet been made. These decisions and the integration of the two companies will present challenges to management, including the integration of systems and personnel of the two companies, and special risks, including possible unanticipated liabilities, unanticipated costs, and the loss of key employees. The performance of Underworld's operations after completion of the Offer could be adversely affected if the combined company cannot retain selected key employees to assist in the integration and operation of Underworld and Kinross.

***Shareholders will receive Kinross Shares based on an exchange ratio that will not reflect market price fluctuations. Consequently, the Kinross Shares issued under the Offer may have a market value lower than expected***

The Offeror is offering to purchase Underworld Shares on the basis of 0.141 of a Kinross Share plus Cdn.\$0.01 for each Underworld Share. Because the exchange ratio will not be adjusted to reflect any changes in the market value of Kinross Shares, the market values of the Kinross Shares and the Underworld Shares at the time of a take-up of Underworld Shares under the Offer may vary significantly from the values at the date of this Offer and Circular or the date that Shareholders tender their Underworld Shares.

***The acquisition of Underworld might not be successfully completed without the possibility of Shareholders exercising dissent and appraisal rights in connection with a Compulsory Acquisition or Subsequent Acquisition Transaction***

In order for Kinross to acquire all of the issued and outstanding Underworld Shares, it is likely to be necessary, following the completion of the Offer, for Kinross or an affiliate of Kinross to effect a Compulsory Acquisition or a Subsequent Acquisition Transaction. A Compulsory Acquisition or Subsequent Acquisition Transaction may



result in Shareholders having the right to dissent and demand payment of the fair value of their Underworld Shares. If the statutory procedures governing dissent rights are available and are complied with, this right could lead to a judicial determination of the fair value required to be paid to such dissenting Shareholders for their Underworld Shares. There is no assurance that a Compulsory Acquisition or Subsequent Acquisition Transaction can be completed without Shareholders exercising dissent rights in respect of a substantial number of Underworld Shares.

***Following the completion of the Offer and prior to the completion of any Compulsory Acquisition or Subsequent Acquisition Transaction, the trading liquidity for Underworld Shares not deposited under the Offer will be reduced, which might affect the price of the Underworld Shares and the ability of a Shareholder to dispose of their Underworld Shares***

If the Offer is successful, the liquidity and market value of the remaining Underworld Shares held by the public could be adversely affected by the fact that they will be held by a smaller number of holders. Depending upon the number of Underworld Shares acquired pursuant to the Offer, following the completion of the Offer the Underworld Shares may no longer meet the TSX-V requirements for continued listing. Additionally, to the extent permitted under applicable law and stock exchange regulations, Kinross intends to seek to cause the delisting of the Underworld Shares on the TSX-V.

If the TSX-V was to delist the Underworld Shares, the market for the Underworld Shares could be adversely affected. Although it is possible that the Underworld Shares could be traded on other securities exchanges or in the over-the-counter market, and the price quotations would be reported by such exchanges or by other sources, there can be no assurance that any such trading or quotations will occur. In addition, the extent of the public market for the Underworld Shares and the availability of such quotations would depend upon the number of holders and/or the aggregate market value of the Underworld Shares remaining at such time and the interest in maintaining a market in the Underworld Shares on the part of securities firms. If Underworld Shares are delisted and Underworld ceases to be a "public corporation" for the purposes of the Tax Act, Underworld Shares would cease to be qualified investments for trusts governed by registered retirement savings plans, registered education savings plans, registered retirement income funds, tax-free savings accounts and deferred profit sharing plans. Delisting can also have adverse tax consequences to non-resident holders of Underworld Shares, as described in Section 17 of this Circular, "Certain Tax Considerations – Certain Canadian Federal Income Tax Considerations".

***After the consummation of the Offer, Underworld could be a majority-owned subsidiary of Kinross and Kinross' interest could differ from that of the remaining minority Shareholders***

After the consummation of the Offer (which may result in Kinross holding less than 100% of the issued and outstanding Underworld Shares), Kinross will have the power to elect the directors of Underworld, appoint new management, approve certain actions requiring the approval of Shareholders, including adopting certain amendments to Underworld's constating documents and approving mergers or sales of Underworld's assets. In particular, after the consummation of the Offer, Kinross intends to integrate Underworld and Kinross, by merger or other transaction whereby the operations of Underworld and Kinross are combined. Kinross' interests with respect to Underworld may differ from, and conflict with, those of any remaining minority Shareholders.

**8. Acquisition of Underworld Shares Not Deposited**

It is the Offeror's intention that, if it takes up and pays for Underworld Shares deposited under the Offer, it will enter into one or more transactions to enable Kinross or an affiliate of Kinross to acquire all Underworld Shares not acquired pursuant to the Offer. There is no assurance that any such transaction will be completed.

***Compulsory Acquisition***

If, within four months after the date of the Offer, the Offer is accepted by Shareholders holding not less than 90% of the issued and outstanding Underworld Shares (assuming full exercise of the Underworld Options and Underworld Warrants), other than any Underworld Shares held at the date of the Offer by, or by a nominee for, Kinross or its affiliates, Kinross intends, to the extent possible, acquire the remainder of

the Underworld Shares from those Shareholders who have not accepted the Offer pursuant to Section 300 of the BCBCA and otherwise in accordance with applicable laws (a "**Compulsory Acquisition**") or pursuant to a Subsequent Acquisition Transaction.

To exercise its statutory right of Compulsory Acquisition, Kinross must give notice (the "**Offeror's Notice**") to each holder of Underworld Shares to whom the Offer was made but who did not accept the Offer (and each person who subsequently acquires any such Underworld Shares) (in each case, a "**Dissenting Offeree**") within five months after the date of the Offer of such proposed acquisition. If the Offeror's Notice is sent to a

Dissenting Offeree under Subsection 300(3) of the BCBCA, the Offeror is entitled and bound to acquire all of the Underworld Shares of that Dissenting Offeree on the same terms contained in the Offer, unless the Supreme Court of British Columbia (the "**Court**") orders otherwise on an application made by a Dissenting Offeree within two months after the date of the Offeror's Notice. Pursuant to any such application, the Court may fix the price and terms of payment for the Underworld Shares held by a Dissenting Offeree and make any such consequential orders and give such directions as the Court considers appropriate. Unless the Court orders otherwise the Offeror must, not earlier than two months after the date of the Offeror's Notice, send a copy of the Offeror's Notice to Underworld and must pay or transfer to Underworld the consideration representing the price payable by the Offeror for the Underworld Shares that are referred to in the Offeror's Notice. On receiving a copy of the Offeror's Notice and the consideration representing the price payable for the Underworld Shares referred to in the Offeror's Notice, Underworld will be required to register the Offeror as a Shareholder with respect to those Underworld Shares. Any such amount received by Underworld must be paid into a separate account at a savings institution and, together with any other consideration so received, must be held by Underworld, or by a trustee approved by the Court, in trust for the Dissenting Offerees.

**The foregoing is only a summary of the statutory right of Compulsory Acquisition that may become available to Kinross. The summary is not intended to be complete nor is it a substitute for the more detailed information contained in the provisions of Section 300 of the BCBCA. Shareholders should refer to Section 300 of the BCBCA for the full text of the relevant statutory provisions, and those who wish to be better informed about these provisions should consult their legal advisors. The provisions of Section 300 of the BCBCA are complex and require strict adherence to notice and timing provisions, failing which such rights may be lost or altered. Shareholders who wish to be better informed about the provisions of Section 300 of the BCBCA should consult their legal advisors.**

#### *Compelled Acquisition*

Section 300 of the BCBCA provides that if the Offeror has not sent the Offeror's Notice to a Dissenting Offeree within one month after becoming entitled to do so, the Offeror must send a written notice to each Dissenting Offeree stating that such Dissenting Offeree, within three months after receiving such notice, may require the Offeror to acquire the Underworld Shares held by such Dissenting Offeree. If a Dissenting Offeree requires the Offeror to acquire its Underworld Shares in accordance with these provisions, the Offeror must acquire those Underworld Shares for the same price and on the same terms contained in the Offer (a "**Compelled Acquisition**").

**The foregoing is only a summary of the statutory right of Compelled Acquisition that may be available to a Shareholder. The summary is not intended to be complete, nor is it meant to be a substitute for the more detailed information contained in the provisions of Section 300 of the BCBCA. The provisions of Section 300 of the BCBCA are complex and require strict adherence to notice and timing provisions, failing which such rights may be lost or altered. Shareholders who wish to be better informed about the provisions of Section 300 of the BCBCA should consult their legal advisors.**

#### *Subsequent Acquisition Transaction*

If Kinross takes up and pays for Underworld Shares validly deposited under the Offer and the statutory right of Compulsory Acquisition described above is not available for any reason or Kinross determines not to exercise such right, Kinross intends to take such action as is necessary, including causing a special meeting of Shareholders to be called to consider an amalgamation, statutory arrangement, amendment to articles, consolidation, capital reorganization or other transaction involving Underworld and

Kinross, or an affiliate of Kinross, for the purpose of enabling Kinross or an affiliate of Kinross to acquire all Underworld Shares not acquired pursuant to the Offer (a "**Subsequent Acquisition Transaction**"). Under such a Subsequent Acquisition Transaction, Underworld may continue as a separate subsidiary of Kinross following the completion of any such transaction. The timing and details of any such transaction will depend on a number of factors, including the number of Underworld Shares acquired pursuant to the Offer. If Kinross takes up and pays such number of Underworld Shares which, together with the Underworld Shares and Underworld Warrants directly or indirectly owned by Kinross, constitutes at least  $66\frac{2}{3}\%$  of the outstanding Underworld Shares (calculated on a fully-diluted basis) under the Offer, Kinross will own sufficient Underworld Shares to effect a Subsequent Acquisition

Transaction. Kinross reserves the right, in its sole discretion, not to complete a Subsequent Acquisition Transaction.

MI 61-101 may deem a Subsequent Acquisition Transaction to be a "business combination" if such Subsequent Acquisition Transaction would result in the interest of a holder of Underworld Shares being terminated without the consent of the holder, irrespective of the nature of the consideration provided in substitution therefor. The Offeror expects that any Subsequent Acquisition Transaction relating to Underworld Shares will be a "business combination" under MI 61-101. In certain circumstances, the provisions of MI 61-101 may also deem certain types of Subsequent Acquisition Transactions to be "related party transactions". However, if the Subsequent Acquisition Transaction is a "business combination" carried out in accordance with MI 61-101 or an exemption therefrom, the "related party transaction" provisions therein do not apply to such transaction. The Offeror is a "related party" of Underworld for the purposes of MI 61-101; however, the Offeror intends to carry out any such Subsequent Acquisition Transaction in accordance with MI 61-101, or any successor provisions, or exemptions therefrom, such that the "related party transaction" provisions of MI 61-101 will not apply to such Subsequent Acquisition Transaction.

MI 61-101 provides that, unless exempted, a corporation proposing to carry out a business combination is required to prepare a valuation of the affected securities (and any non-cash consideration being offered therefor) and provide to the holders of the affected securities a summary of such valuation. The Offeror currently intends to rely on available exemptions (or, if such exemptions are not available, to seek waivers pursuant to MI 61-101 exempting Underworld and the Offeror or one or more of its affiliates, as appropriate) from the valuation requirements of MI 61-101. An exemption is available under MI 61-101 for certain business combinations completed within 120 days after the Expiry Date provided that the consideration under such transaction is at least equal in value to and is in the same form as the consideration that tendering securityholders were entitled to receive in the take-over bid and provided that certain disclosure is provided in the Circular (and which disclosure has been provided herein). The Offeror expects that these exemptions will be available.

Depending on the nature and terms of the Subsequent Acquisition Transaction and Underworld's constating documents the Offeror expects that the provisions of the BCBCA will require the approval of 66<sup>2</sup>/<sub>3</sub>% of the votes cast by holders of the outstanding Underworld Shares at a meeting duly called and held for the purpose of approving the Subsequent Acquisition Transaction. MI 61-101 would also require that, in addition to any other required security holder approval, in order to complete a business combination, the approval of a simple majority of the votes cast by "minority" shareholders of each class of affected securities must be obtained unless an exemption is available or discretionary relief is granted by applicable securities regulatory authorities. If, however, following the Offer, the Offeror is the registered holder of 90% or more of the Underworld Shares at the time the Subsequent Acquisition Transaction is initiated, the requirement for minority approval would not apply to the transaction if an enforceable appraisal right or substantially equivalent right is made available to minority Shareholders.

In relation to the Offer and any business combination, the "minority" Shareholders will be, unless an exemption is available or discretionary relief is granted by applicable securities regulatory authorities, all Shareholders other than the Offeror, any interested party (within the meaning of MI 61-101), a "related party" of an "interested party", unless the related party meets that description solely in its capacity as a director or senior officer of one or more persons that are neither "interested parties" nor "issuer insiders" (in each case within the meaning of MI 61-101) of the issuer, and any "joint actor" (within the meaning of MI 61-101) with any of the foregoing persons. MI 61-101 also provides that the Offeror may treat Underworld Shares acquired under the Offer (including those deposited under the terms of the Lock-Up Agreements) as "minority" shares and vote them, or to consider them voted, in favour of such business combination

if, among other things: (a) the business combination is completed not later than 120 days after the Expiry Date; (b) the consideration per security in the business combination is at least equal in value to and in the same form as the consideration paid under the Offer; (c) certain disclosure is provided in the Circular (and which disclosure is provided herein); and (d) the Shareholder who tendered such Underworld Shares to the Offer was not (i) a "joint actor" (within the meaning of MI 61-101) with the Offeror in respect of the Offer, (ii) a direct or indirect party to any "connected transaction" (within the meaning of MI 61-101) to the Offer, or (iii) entitled to receive, directly or indirectly, in connection with the Offer, a "collateral benefit" (within the meaning of MI 61-101) or consideration per

Underworld Share that is not identical in amount and form to the entitlement of the general body of holders in Canada of Underworld Shares. The Offeror currently intends: (x) that the consideration offered per Underworld Share under any Subsequent Acquisition Transaction proposed by it would be equal in value to and in the same form as the consideration paid to Shareholders under the Offer (provided that, in calculating the value of the consideration offered in any Subsequent Acquisition Transaction, each Kinross Share shall be deemed to be at least equal in value to each Kinross Share offered under the Offer); (y) that such Subsequent Acquisition Transaction will be completed no later than 120 days after the Expiry Date; and (z) to cause any Underworld Shares acquired under the Offer to be voted in favour of any such transaction and, where permitted by MI 61-101, to be counted as part of any minority approval required in connection with any such transaction.

Any such Subsequent Acquisition Transaction may also result in Shareholders having the right to dissent in respect thereof and demand payment of the fair value of their Underworld Shares. The exercise of such right of dissent, if certain procedures are complied with by the holder, could lead to a judicial determination of fair value required to be paid to such dissenting Underworld Shareholder for its Underworld Shares. The fair value so determined could be more or less than the amount paid per Underworld Share pursuant to such transaction or pursuant to the Offer.

If Kinross does not effect a Compulsory Acquisition, or proposes a Subsequent Acquisition Transaction but cannot promptly obtain any required approval or exemption, or cannot otherwise complete a Subsequent Acquisition Transaction, Kinross will evaluate its other alternatives. Such alternatives could include, to the extent permitted by applicable laws, purchasing additional Underworld Shares in the open market, in privately negotiated transactions, in another take-over bid or exchange offer or otherwise, or from Underworld, or taking no further action to acquire additional Underworld Shares. Any additional purchases of Underworld Shares could be at a price greater than, equal to or less than the value of the Offered Consideration to be paid for Underworld Shares under the Offer and could be for cash and/or securities or other consideration. Alternatively, Kinross may sell or otherwise dispose of any or all Underworld Shares acquired pursuant to the Offer or otherwise. Such transactions may be effected on terms and at prices then determined by Kinross, which may vary from the terms and the value of the Offered Consideration paid for Underworld Shares under the Offer.

The tax consequences to a Shareholder of a Subsequent Acquisition Transaction may differ significantly from the tax consequences to such Shareholder of accepting the Offer. See Section 17 of this Circular, "Certain Canadian Federal Income Tax Considerations". Shareholders should consult their legal advisors for a determination of their legal rights with respect to a Subsequent Acquisition Transaction if and when proposed.

## **9. Ownership of and Trading in Securities of Underworld and Benefits from the Offer**

Kinross owns, or exercises control or direction over, 3,918,181 Underworld Shares representing approximately 9.29% of the issued and outstanding Underworld Shares and 600,000 Underworld Warrants. Assuming full exercise of all of the Underworld Options and Underworld Warrants, Kinross would hold approximately 8.52% of the Underworld Shares. Catherine McLeod-Seltzer, a director of Kinross, owns, or exercises control or direction over, 34,500 Underworld Shares and 17,250 Underworld Warrants. An associated company of Ms. McLeod-Seltzer owns, or exercises control or direction over, 40,000 Underworld Shares and 20,000 Underworld Warrants, which, together with the Underworld Shares and Underworld Warrants owned by Ms. McLeod-Seltzer, represent approximately 0.2% of the issued and outstanding Underworld Shares (on a fully-diluted basis). Michael Brown, Vice President, Energy of Kinross, owns, or exercises control or direction over, 1,400 Underworld Shares. Except as set forth above, no director or officer



of Kinross nor, to the knowledge of the directors and officers of Kinross after reasonable enquiry, any (a) associate or affiliate of an insider of Kinross, (b) insider of Kinross other than a director or officer of Kinross, or (c) any person acting jointly or in concert with Kinross, owns or exercises control or direction over any of the securities of Underworld.

During the six month period preceding the date of the Offer, no securities of Underworld have been traded by Kinross or its directors or officers, or, to the knowledge of Kinross, after reasonable inquiry, by (a) any associate or affiliate of an insider of Kinross, (b) any insider of Kinross other than a director or officer of Kinross, or (c) any person acting jointly or in concert with Kinross, other than as follows: Michael Brown, Vice President, Energy, of Kinross, purchased 1,400 Underworld Shares on the facilities of the TSX on March 10, 2010, at a price of \$1.93 per Underworld Share, for a total purchase price of Cdn.\$2,702. Mr. Brown was not a

member of the Kinross team that participated in the planning and execution of the Offer. He has advised Kinross that he had no knowledge of any proposed transaction involving Kinross and Underworld prior to the announcement of the Offer on March 11, 2010.

No person named under this Section 9 will receive any direct or indirect benefit from the consummation of the Offer or from accepting or refusing to accept the Offer, other than the consideration available to any Shareholder who participates in the Offer.

#### **10. Commitments to Acquire Securities of Underworld**

Except pursuant to the Offer (including as described in Section 4 of this Circular, "Background to the Offer", under the headings "Support Agreement" and "Lock-Up Agreements"), neither Kinross nor its directors and officers or, to the knowledge of Kinross, after reasonable inquiry, any (a) associate or affiliate of an insider of Kinross, (b) insider of Kinross other than a director or officer of Kinross, or (c) person acting jointly or in concert with Kinross, has entered into any agreement, commitment or understanding to acquire any equity securities of Underworld.

#### **11. Arrangements, Agreements, Commitments or Understandings**

Other than as described in Section 4 of this Circular, "Background to the Offer", under the headings "Support Agreement", and "Lock-Up Agreement" and in Section 6 of this Circular, "Purpose of the Offer and Kinross' Plans for Underworld", or as otherwise disclosed in the Offer to Purchase and Circular, there are: (a) no agreements, commitments or understandings made or proposed to be made between Kinross and any of the directors or officers of Underworld and no payments or other benefits are proposed to be made or given by Kinross to such directors or officers as compensation for loss of office or as compensation for remaining in or retiring from office; (b) no agreements, commitments or understandings made or proposed to be made between Kinross and any Shareholder with respect to the Offer; and (c) no agreements, commitments or understandings made between Kinross and Underworld or between Kinross and any other person with respect to any securities of Underworld in relation to the Offer.

#### **12. Acceptance of the Offer**

In the Support Agreement, Underworld represented to the Offeror that each member of Underworld's board of directors has agreed to support the Offer. Kinross has no knowledge regarding whether any Shareholders will accept the Offer, other than the Locked-Up Shareholders, who have agreed to accept the Offer pursuant to the Lock-Up Agreements, and Ms. McLeod-Seltzer, a director of Kinross, who has indicated that she intends to exercise the Underworld Warrants currently held by her directly and tender the 51,750 Underworld Shares held by her directly (which number includes the Underworld Shares to be issued pursuant to the exercise of her Underworld Warrants) to the Offer.

#### **13. Material Changes and Other Information**

Except as disclosed elsewhere in this Circular, the Offeror is not aware of any information which indicates that any material change has occurred in the affairs of Underworld since March 16, 2010, the date of the last material change report filed by Underworld, and the Offeror does not have any knowledge of any other matter that has not previously been generally disclosed and which could reasonably be expected to affect the decision of Shareholders to accept or reject the Offer.

#### **14. Source of Funds**

In the event that all of the outstanding Underworld Shares, other than any Underworld Shares owned directly or indirectly by the Offeror and including any

Underworld Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the conversion, exchange or exercise of any securities of Underworld that are convertible into or exchangeable or exercisable for Underworld Shares, are tendered to the Offer and are taken up and paid for by the Offeror, the cash consideration payable to such tendering Shareholders would be approximately Cdn.\$445,000 (assuming that all Underworld Options are exchanged for Replacement Options). The Offeror intends to pay for the Underworld Shares with cash on hand. The Offeror's obligation to purchase the Underworld Shares tendered in the Offer is not subject to any financing condition.

## 15. Effect of the Offer on the Market for and Listing of Underworld Shares

The purchase of Underworld Shares by the Offeror pursuant to the Offer will reduce the number of Underworld Shares that might otherwise trade publicly and will reduce the number of holders of Underworld Shares and, depending on the number of Underworld Shares acquired by the Offeror, could adversely affect the liquidity and market value of the remaining Underworld Shares held by the public.

The rules and regulations of the TSX-V establish certain criteria which, if not met, could, upon successful completion of the Offer, lead to the delisting of the Underworld Shares from the TSX-V. Among such criteria is the number of Shareholders, the number of Underworld Shares publicly held and the aggregate market value of the Underworld Shares publicly held. Depending on the number of Underworld Shares purchased under the Offer, it is possible that the Underworld Shares would fail to meet the criteria for continued listing on the TSX-V. If this were to happen, the Underworld Shares could be delisted and this could, in turn, adversely affect the market or result in a lack of an established market for such Underworld Shares. If permitted by applicable law, subsequent to completion of the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction, if necessary, the Offeror intends to apply to delist the Underworld Shares from the TSX-V. If the Underworld Shares are delisted from the TSX-V, the extent of the public market for the Underworld Shares and the availability of price or other quotations would depend upon the number of Shareholders, the number of Underworld Shares publicly held and the aggregate market value of the Underworld Shares remaining at such time, the interest in maintaining a market in Underworld Shares on the part of securities firms, whether Underworld remains subject to public reporting requirements in Canada and other factors.

After the purchase of the Underworld Shares under the Offer, Underworld may cease to be subject to the public reporting and proxy solicitation requirements of the BCBCA and the securities laws of Canada or may request to cease to be a reporting issuer or its equivalent under the securities laws of Canada.

## 16. Regulatory Matters

The Offeror's obligation to take up and pay for Underworld Shares tendered under the Offer is conditional upon all regulatory approvals having been obtained on terms satisfactory to the Offeror, acting reasonably.

Kinross does not currently intend to take up and pay for Underworld Shares pursuant to the Offer unless Kinross has obtained, on terms acceptable to it, all approvals, consents and clearances required or deemed appropriate by Kinross in respect of the purchase of the Underworld Shares under any applicable competition, merger control, antitrust or other similar law or regulation in jurisdictions material to the operations of Kinross or Underworld.

### *Securities Regulatory Matters*

The distribution of the Kinross Shares under the Offer is being made pursuant to statutory exemptions from the prospectus and dealer registration requirements under applicable Canadian securities laws. While the resale of Kinross Shares issued under the Offer is subject to restrictions under the securities laws of certain Canadian provinces and territories, Shareholders in such provinces and territories generally will be able to rely on statutory exemptions from such restrictions.

A registration statement on Form F-8 has been filed with the SEC registering the Kinross Shares in connection with their offer and sale to Shareholders pursuant to the Offer as required by the U.S. Securities Act. The resale of Kinross Shares by persons that are not affiliates (as defined in Rule 144 under the U.S. Securities Act) of Kinross will not be required to be registered in the United States. However, Kinross Shares acquired by affiliates (as defined in Rule 144 under the U.S. Securities Act) of Kinross may be

resold only in a transaction registered under the U.S. Securities Act, or in accordance with the requirements of Rule 144 or another exemption from the registration requirements of the U.S. Securities Act, or in an offshore transaction not subject to those requirements.

This document does not constitute a registration statement covering resales of securities by persons who are otherwise restricted from selling their shares under the U.S. Securities Act.

The Offer is being made in compliance with applicable Canadian and U.S. rules governing take-over bids and tender offers, respectively, or applicable exemptions therefrom.

## 17. Certain Tax Considerations

### Certain Canadian Federal Income Tax Considerations

#### *General*

In the opinion of Osler, Hoskin & Harcourt LLP, Canadian counsel to Kinross, the following is a general summary, as of the date hereof, of the principal Canadian federal income tax considerations generally applicable to a beneficial owner of Underworld Shares who disposes of Underworld Shares pursuant to the Offer (or otherwise disposes of Underworld Shares pursuant to certain transactions described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited") and who, for purposes of the Tax Act and at all relevant times (i) holds the Underworld Shares, and will hold any Kinross Shares received pursuant to the Offer, as capital property and (ii) deals at arm's length with and is not affiliated with Kinross or Underworld. Persons meeting such requirements are referred to as a "**Holder**" or "**Holders**" herein, and this summary only addresses such Holders. Underworld Shares will generally constitute capital property to a Holder unless the Holder holds such shares in the course of carrying on a business or as part of an adventure in the nature of trade. This summary is not applicable to persons holding options or other rights to acquire Underworld Shares or persons who acquired Underworld Shares on the exercise of employee stock options, and all such persons should consult their own tax advisors in this regard. In addition, this summary is not applicable to a Shareholder that is a "financial institution" (as defined in the Tax Act for purposes of the mark-to-market rules), a "specified financial institution" as defined in the Tax Act, a shareholder an interest in which is a "tax shelter investment" for purposes of the Tax Act, or a shareholder to whom the "functional currency" (as defined in the Tax Act) reporting rules apply.

This summary is based on the current provisions of the Tax Act, all specific proposed amendments to the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) before the date hereof ("**Proposed Amendments**") and counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency ("**CRA**") published in writing prior to the date hereof and assumes that the Proposed Amendments will be enacted in the form proposed. No assurances 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 changes in law, whether by judicial, governmental or legislative decision or action, or changes in the administrative policy or assessing practices of the CRA, nor does it take into account provincial, territorial or foreign tax legislation or considerations, which may differ from the Canadian federal income tax considerations discussed herein.

**This summary is of a general nature only and is not exhaustive of all Canadian federal income tax considerations. This summary is not intended to be legal or tax advice to any particular shareholder. Accordingly, all Shareholders should consult their own independent tax advisors having regard to their own particular circumstances.**

#### *Holders Resident in Canada*

This part of the summary is generally applicable to Holders who, for purposes of the application of the Tax Act are, or are deemed to be, resident in Canada (a "**Resident Holder**" or "**Resident Holders**"). Certain Resident Holders whose Underworld Shares might not otherwise qualify as capital property may, in certain circumstances, make, or may have already made, an irrevocable election in accordance with Subsection 39(4) of the Tax Act the effect of which may be to deem their Underworld Shares and every "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in all subsequent taxation years to be capital property. Resident Holders whose Underworld Shares might not otherwise be considered to be capital property should consult their own tax advisor concerning this election.



*Resident Holders Who Accept the Offer*

Exchange of Underworld Shares for Kinross Shares and Cash

- (a) *Disposition Where No Election is Made under Section 85 of the Tax Act*

Subject to the availability of the joint election referred to below, a Resident Holder will be considered to have disposed of the Resident Holder's Underworld Shares for proceeds of disposition equal to the fair market value as at the time of the exchange of the Kinross Shares acquired by such Resident Holder on the exchange, plus any cash received by such Resident Holder on the exchange. As a result, the Resident Holder will in general 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 to the Resident Holder of the Underworld Shares immediately before the disposition.

The cost to a Resident Holder of any Kinross Shares acquired on the exchange will be equal to the fair market value of those shares as at the time of acquisition, and in determining their adjusted cost base, the cost of such Kinross Shares will be averaged with the adjusted cost base to that Resident Holder of any other Kinross Shares held by the Resident Holder at that time as capital property.

The general tax treatment of capital gains and losses is discussed below under the heading "Taxation of Capital Gains and Capital Losses".

- (b) *Disposition Where an Election is Made under Subsection 85(1) or 85(2) of the Tax Act*

The following applies to a Resident Holder who is an Eligible Holder. An Eligible Holder who receives the Offered Consideration pursuant to the Offer may obtain a full or partial tax deferral in respect of the disposition of Underworld Shares by filing with the CRA (and, where applicable, with a provincial tax authority) an election (the "**Tax Election**") under subsection 85(1) of the Tax Act or, in the case of a partnership, under subsection 85(2) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation) made jointly by the Eligible Holder and Kinross. Kinross agrees to make a Tax Election pursuant to subsection 85(1) or 85(2) of the Tax Act (and any similar provision of any provincial tax legislation) with an Eligible Holder at the amount determined by such Eligible Holder, subject to the limitations set out in subsection 85(1) and 85(2) of the Tax Act (or any applicable provincial tax legislation).

The Eligible Holder may select an "Elected Amount" so as to not realize a capital gain for the purposes of the Tax Act on the exchange. The "Elected Amount" means the amount selected by an Eligible Holder, subject to the limitations described below in the election made pursuant to Section 85 of the Tax Act, to be treated as the proceeds of disposition of the Underworld Shares.

In general, the Elected Amount must comply with the following rules:

- (a) the Elected Amount may not exceed the fair market value of the Underworld Shares at the time of the exchange;
- (b) the Elected Amount may not be less than the amount of cash received by the Eligible Holder on the exchange; and
- (c)



the Elected Amount may not be less than the lesser of (i) the adjusted cost base to the Eligible Holder of the Underworld Shares exchanged, determined at the time of the exchange, and (ii) the fair market value of the Underworld Shares at that time.

An Elected Amount which does not comply with these limitations will automatically be adjusted under the Tax Act so that it is in compliance.

Where a valid Tax Election is filed:

- (i) Underworld Shares that are the subject of the Tax Election will be deemed to be disposed of by the Eligible Holder for proceeds of disposition equal to the Elected Amount. Subject to the limitations set out in subsection 85(1) or 85(2) of the Tax Act regarding the Elected Amount, if the Elected Amount is equal to the aggregate of the adjusted cost base of such Underworld Shares immediately before the

disposition and any reasonable costs of disposition, no capital gain or capital loss will be realized by the Eligible Holder. Subject to such limitations, to the extent that the Elected Amount in respect of such Underworld Shares exceeds (or is less than) the aggregate of the adjusted cost base and any reasonable costs of disposition, such holder will realize a capital gain (or a capital loss). See "Taxation of Capital Gains and Capital Losses" below.

(ii)

The aggregate cost to the Eligible Holder of Kinross Shares acquired on the exchange will be equal to the amount, if any, by which the Elected Amount exceeds the amount of cash received from Kinross on the exchange, and the adjusted cost base of such shares will be determined by averaging the cost of such Kinross Shares with the adjusted cost base of any other Kinross Shares held by the Eligible Holder at that time as capital property.

A tax instruction letter providing certain instructions on how to complete the section 85 election forms may be obtained from the Depositary by checking the appropriate box on the Letter of Transmittal and submitting the Letter of Transmittal in accordance with the procedures set out in Section 5 of the Offer to Purchase, "Manner of Acceptance".

**An Eligible Holder interested in making a Tax Election should indicate that intention in the Letter of Transmittal in the space provided therein, and a tax instruction letter, explaining the election process, will be sent to the Eligible Holder at or about the time that the Eligible Holder is sent the Offered Consideration to which the Eligible Holder is entitled. A Tax Election will be valid only if it meets all other applicable requirements under the Tax Act, and meeting these requirements will be the sole responsibility of the Eligible Holder.**

In order to make an election, an Eligible Holder must provide the necessary information in accordance with the procedures set out in the tax instruction letter on or before 90 days after the Expiry Time. The information will include the number of Underworld Shares transferred, the consideration received and the applicable Elected Amount for the purposes of such election.

Kinross will make an election under subsection 85(1) or 85(2) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation) only with an Eligible Holder and at the amount selected by the Eligible Holder to be the Elected Amount, subject to the limitations set out in the Tax Act (and any applicable provincial tax legislation). Kinross will not be responsible for the proper completion or filing of any election, and the Eligible Holder will be solely responsible for the payment of any late filing penalty. Kinross agrees only to execute any election form containing information provided by the Eligible Holder which complies with the provisions of the Tax Act (and any applicable provincial tax law). **With the exception of execution of the election by Kinross, compliance with the requirements for a valid election will be the sole responsibility of the Eligible Holder making the election.** Accordingly, neither Kinross nor the Depositary will be responsible or liable for taxes, interest, penalties, damages or expenses resulting from the failure by anyone to provide information necessary for the election in accordance with the procedures set out in the tax instruction letter, to properly complete any election or to properly file it within the time prescribed and in the form prescribed under the Tax Act (or the corresponding provisions of any applicable provincial tax legislation).

In order for the CRA (and where applicable the provincial revenue authorities) to accept a Tax Election without a late filing penalty being paid by an Eligible Holder, the election must be received by such revenue authorities on or before the day that is the earliest of the days on or before which either Kinross or the Eligible Holder is required to file an income tax return for the taxation year in which the disposition occurs. Kinross' 2010 taxation year is scheduled to end December 31, 2010, although Kinross' taxation

year could end earlier as a result of an event such as an amalgamation, and its tax return is required to be filed within six months from the end of the taxation year. Eligible Holders are urged to consult their own advisors as soon as possible respecting the deadlines applicable to their own particular circumstances. **However, regardless of such deadlines, information necessary for an Eligible Holder to make an election must be received in accordance with the procedures set out in the tax instruction letter no later than 90 days after the Expiry Time.** To avoid late filing penalties, certain Eligible Holders may be required to provide the information necessary to make an election before 90 days from the Expiry Time.

**Any Eligible Holder that does not ensure that information necessary to make an election has been received in accordance with the procedures set out in the tax instruction letter on or before 90 days after the Expiry Time will**

**not be able to benefit from the tax deferral provisions of the Tax Act (or the corresponding provisions of any applicable provincial tax legislation). Accordingly, all Eligible Holders who wish to enter into an election with Kinross should give their immediate attention to this matter. The instructions for requesting a tax instruction letter are set out in the Letter of Transmittal. Eligible Holders are referred to Information Circular 76-19R3 and Interpretation Bulletin IT-291R3 issued by the CRA for further information respecting the election. Eligible Holders wishing to make the election should consult their own tax advisors. An Eligible Holder who does not make a valid election under section 85 of the Tax Act may realize a taxable capital gain. The comments herein with respect to such elections are provided for general assistance only. The law in this area is complex and contains numerous technical requirements.**

#### *Taxation of Capital Gains and Capital Losses*

Generally, a Resident Holder is 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 in the year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized in the year by such Resident Holder. Allowable capital losses in excess of taxable capital gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following year against taxable capital gains realized in such year to the extent and under the circumstances described in the Tax Act.

A capital loss otherwise arising on the disposition of an Underworld Share by a Resident Holder that is a corporation may be reduced by dividends previously received or deemed to have been received thereon. Similar rules may apply where an Underworld Share is owned by a trust or a partnership of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is throughout the year a "Canadian-controlled private corporation" (as defined in the Tax Act) is liable to pay, in addition to tax otherwise payable under the Tax Act, a tax, a portion of which may be refundable, on certain investment income including taxable capital gains.

Capital gains realized by individuals and certain trusts may give rise to alternative minimum tax.

#### Underworld Shares Not Deposited by Resident Holders

(a)

##### *Compulsory Acquisition of Underworld Shares*

As described under Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited - Compulsory Acquisition", Kinross may, in certain circumstances, acquire Underworld Shares not deposited under the Offer pursuant to statutory rights of purchase under the BCBCA. The tax consequences to a Resident Holder of a disposition of Underworld Shares in such circumstances will generally be similar to those described above under "Resident Holders Who Accept the Offer". Interest paid or credited to a Resident Holder (if any) in connection with the exercise of dissent rights under a Compulsory Acquisition must be included in the income of such holder for the purposes of the Tax Act. Resident Holders whose Underworld Shares may be so acquired should consult their own tax advisors.

(b)

*Compelled Acquisition of Underworld Shares*

As described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited - Compelled Acquisition", a Resident Holder may in certain circumstances have the right to require Kinross to purchase the Resident Holder's Underworld Shares. The tax consequence to a Resident Holder of a disposition of Underworld Shares pursuant to a Compelled Acquisition will be the same as described under "Resident Holders Who Accept the Offer".

(c)

*Subsequent Acquisition Transaction*

As described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited", if Kinross does not acquire all of the Underworld Shares pursuant to the Offer or by means of a Compulsory Acquisition,

Kinross may propose other means of acquiring the remaining issued and outstanding Underworld Shares. The tax treatment of a Subsequent Acquisition Transaction to a Resident Holder will depend upon the exact manner in which the Subsequent Acquisition Transaction is carried out. Kinross may propose to carry out a Subsequent Acquisition Transaction by means of an amalgamation, statutory arrangement, consolidation, capital reorganization or other transaction. Depending upon the exact manner in which the transaction is carried out, the tax consequences may include a capital gain or capital loss, a deemed dividend or both a deemed dividend and a capital gain or capital loss. Resident Holders should consult their own tax advisors for advice with respect to the income tax consequences of having their Underworld Shares acquired pursuant to a Subsequent Acquisition Transaction.

Subject to the application of subsection 55(2) of the Tax Act, a Resident Holder will be required to include in computing its income for a taxation year any dividends deemed to be received on the Underworld Shares or any shares of a taxable Canadian corporation issued as consideration for the Underworld Shares. In the case of a Resident Holder that is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit applicable to any dividends designated as "eligible dividends" in accordance with the provisions of the Tax Act. Any such dividends deemed to be received by a Resident Holder that is a corporation will generally be deductible in computing the corporation's taxable income.

Subsection 55(2) of the Tax Act provides that where a Resident Holder that is a corporation would otherwise be deemed to receive a dividend, in certain circumstances the deemed dividend may be deemed not to be received as a dividend and instead may be treated as proceeds of disposition of the Underworld Shares or any shares of a taxable Canadian corporation issued as consideration for the Underworld Shares for purposes of computing the Resident Holder's capital gain or capital loss. Resident Holders that are corporations should consult their own tax advisors in this regard.

A Resident Holder that is a "private corporation" or any other corporation controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), will generally be liable to pay a refundable tax of  $33\frac{1}{3}\%$  under Part IV of the Tax Act on dividends received (or deemed to be received) on the Underworld Shares or any shares of a taxable Canadian corporation issuable as consideration for the Underworld Shares to the extent such dividends are deductible in computing taxable income for the year.

If the Subsequent Acquisition Transaction is carried out by means of an amalgamation, under the current administrative practice of the CRA, Resident Holders who exercise a right of dissent in respect of such an amalgamation should be considered to have disposed of their Underworld Shares for proceeds of disposition equal to the amount paid by the amalgamated corporation to the dissenting Resident Holder for such Underworld Shares, other than any interest awarded by the court. Because of uncertainties under the relevant corporate legislation as to whether such amounts paid to a dissenting Resident Holder would be treated entirely as proceeds of disposition, or in part as the payment of a deemed dividend, dissenting Resident Holders should consult with their tax advisors in this regard. A dissenting Resident Holder will be required to include in computing its income any interest awarded by a court in connection with an amalgamation.

Resident Holders should consult their own tax advisors for advice with respect to all income tax consequences to them of having their Underworld Shares acquired pursuant to a Subsequent Acquisition Transaction.

(d)

*Potential Delisting*

If following completion of the Offer the Underworld Shares cease to be listed on any designated stock exchange (which includes the TSX-V) and Underworld ceases to be a "public corporation" for purposes of the Tax Act, Resident Holders that are trusts governed by registered retirement savings plans, tax-free savings accounts, registered retirement income funds, registered education savings plans, deferred profit sharing plans and registered disability savings plans are cautioned that the Underworld Shares will cease to be qualified investments for such trusts. Such Holders should consult with their own tax advisors in this regard. Underworld Shares may cease to be listed on the TSX-V following the completion of the Offer.

Holding and Disposing of Kinross Shares

In the case of a Resident Holder who is an individual (other than certain trusts), dividends received or deemed to be received on Kinross Shares will be included in computing the Resident Holder's income, and will be subject to the normal gross-up and dividend tax credit rules applicable to dividends paid by taxable Canadian corporations under the Tax Act, including the enhanced gross-up and dividend tax credit applicable to any dividend designated as an "eligible dividend" in accordance with the provisions of the Tax Act. There may be limitations on the ability of Kinross to designate dividends as "eligible dividends". A Resident Holder that is a "private corporation" (as defined in the Tax Act) or any other corporation controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), will generally be liable to pay a refundable tax of 33 $\frac{1}{3}$ % under Part IV of the Tax Act on dividends received (or deemed to be received) on the Kinross Shares to the extent such dividends are deductible in computing taxable income for the year.

Generally, a Resident Holder who disposes of or is deemed to dispose of a Kinross Share in a taxation year will be subject to the rules described above under "Taxation of Capital Gains and Capital Losses".

Provided that they are listed on a designated stock exchange, which includes the TSX and the NYSE, or that Kinross continues to qualify as a "public corporation" for the purposes of the Tax Act, Kinross Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, tax-free savings accounts, deferred profit sharing plans and registered education savings plans. The Kinross Shares will not be a "prohibited investment" for a trust governed by a tax-free savings account on such date provided the holder of the tax-free savings account does not have a significant interest (within the meaning of the Tax Act) in Kinross or in any person or partnership with which Kinross does not deal at arm's length for purposes of the Tax Act.

*Holders Not Resident in Canada*

In addition to the comments set out under the heading "General" above, this portion of the summary is generally applicable to Holders who, at all relevant times for purposes of the application of the Tax Act, have not been and are not resident in Canada or deemed to be resident in Canada and do not use or hold, and are not deemed to use or hold their Underworld Shares in carrying on a business in Canada. Holders meeting all such requirements are hereinafter referred to as a "**Non-Resident Holder**" or "**Non-Resident Holders**", and this part of the summary only addresses such Non-Resident Holders. Special rules, which are not discussed in this summary, may apply to holders that are insurers carrying on an insurance business in Canada and elsewhere.

Non-Resident Holders Who Accept the Offer

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized on a disposition of Underworld Shares pursuant to the Offer unless such shares are or are deemed to be "taxable Canadian property" as defined in the Tax Act to the Non-Resident Holder and the Non-Resident Holder is not entitled to relief under an applicable tax treaty between Canada and the country in which the Non-Resident Holder is resident.

Generally, Underworld Shares will not be taxable Canadian property to a Non-Resident Holder at a particular time provided that (a) such shares are listed on a "designated stock exchange" (as defined in the Tax Act) (which includes the TSX-V) at that time and (b) at any time during the 60 month period ending at that time, the Non-Resident Holder, persons not dealing at arm's length with such Non-Resident Holder, or the Non-Resident Holder together with all such persons, have not owned 25%



or more of the issued shares of any class or series of the capital stock of Underworld. The 2010 Budget released on March 4, 2010 proposes to narrow the scope of "taxable Canadian property". However, the relief offered by these proposals does not extend to shares that derive their value principally from real property situated in Canada, Canadian resource properties, timber resource properties, interests in or options in respect of the foregoing, or any combination

thereof. Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Underworld Shares could be deemed to be taxable Canadian property.

Non-Resident Holders who hold Underworld Shares as taxable Canadian property should consult with their own tax advisors.

Underworld Shares Not Deposited by Non-Resident Holders

(a)

*Compulsory or Compelled Acquisition of Underworld Shares*

A Non-Resident Holder will not be subject to income tax under the Tax Act on a disposition of Underworld Shares pursuant to Kinross' statutory rights of purchase described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited - Compulsory Acquisition" or on an exercise of the Non-Resident Holder's statutory rights in respect thereof or pursuant to the Non-Resident Holder's right to require Kinross to purchase such Non-Resident Holder's Underworld Shares as described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited - Compelled Acquisition", unless the Underworld Shares are "taxable Canadian property" to the Non-Resident Holder as described above (and subject to the discussion below under "Potential Delisting") and the Non-Resident Holder is not entitled to relief under an applicable income tax convention between Canada and the country in which the Non-Resident Holder is resident.

(b)

*Subsequent Acquisition Transactions*

As described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited", if Kinross does not acquire all of the Underworld Shares under the Offer or by means of a Compulsory Acquisition, Kinross may propose other means of acquiring the remaining issued and outstanding Underworld Shares. The tax consequences of a Subsequent Acquisition Transaction to a Non-Resident Holder will depend upon the exact manner in which the Subsequent Acquisition Transaction is carried out. A Non-Resident Holder may realize a capital gain or a capital loss and/or be deemed to receive a dividend (see also the discussion above). In general, the Non-Resident Holder would not be subject to taxation under the Tax Act in respect of any capital gain that is realized unless the Non-Resident Holder's Underworld Shares are taxable Canadian property, as described above (and subject to the discussion below under "Potential Delisting"), and the Non-Resident Holder is not entitled to any relief under an applicable tax treaty. Dividends paid or credited or deemed to be paid or credited to a Non-Resident Holder will be subject to Canadian withholding tax at a rate of 25% subject to any reduction in the rate of withholding to which the Non-Resident Holder is entitled under the provisions of an applicable income tax treaty. For example, where the Non-Resident Holder is a U.S. resident entitled to benefits under *Canada-U.S. Income Tax Convention* (1980) and is the beneficial owner of the dividends, the rate of Canadian withholding tax is generally reduced to 15%. Non-Resident Holders should consult their own tax advisors for advice with respect to the potential income tax consequences to them of having their Underworld Shares acquired pursuant to a Subsequent Acquisition Transaction. Due to uncertainties under relevant corporate legislation as to whether amounts paid to a Non-Resident Holder who exercises the right to dissent in respect of an amalgamation would be treated entirely as proceeds of disposition or in part as payment of a deemed dividend as discussed above under the heading "Underworld Shares Not Deposited by Non-Resident Holders", dissenting Non-Resident Holders should consult their own tax advisors.

(c)

*Potential Delisting*

As described under Section 15 of this Circular, "Effect of the Offer on the Market for and Listing of Underworld Shares", Underworld Shares may cease to be listed on the

TSX-V, following the completion of the Offer and may not be listed on the TSX-V or any other designated stock exchange at the time of their disposition pursuant to a Compulsory Acquisition or a Subsequent Acquisition Transaction. Non-Resident Holders are cautioned that if the Underworld Shares are not listed on a designated stock exchange at the time they are disposed of (i) the Underworld Shares will be taxable Canadian property to the Non-Resident Holder; and (ii) the Non-Resident Holder may be subject to income tax under the Tax Act in respect of any capital gain realized on such disposition, subject to any relief under an applicable income tax convention between Canada and the country in which the Non-Resident Holder is resident. As noted above under " Non-Resident Holders Who Accept the Offer", although the 2010 Budget proposes to narrow the scope of "taxable Canadian

property", the relief offered by these proposals does not extend to shares that derive their value principally from real property situated in Canada, Canadian resource properties, timber resource properties, interests in or options in respect of the foregoing, or any combination thereof. If such shares are not listed on a "recognized stock exchange" (as defined in the Tax Act) at the time they are disposed of, the notification and withholding provisions of Section 116 of the Tax Act will apply to the Non-Resident Holder, in which case Kinross will be entitled, pursuant to the Tax Act, and unless the Offeror has received a clearance certificate for the disposition of the Non-Resident Holders' Underworld Shares, to deduct or withhold an amount from any payment made to the Non-Resident Holder and to remit such amount to the Receiver General on behalf of the Non-Resident Holder.

Non-Resident Holders should consult their own tax advisors with respect to the potential income tax consequences to them of not disposing of their Underworld Shares pursuant to the Offer.

#### Holding and Disposing of Kinross Shares

Dividends paid or deemed to be paid to a Non-Resident Holder on Kinross Shares will be subject to Canadian non-resident withholding tax at the rate of 25% unless the rate is reduced under the provisions of an applicable tax treaty. For example, where the Non-Resident Holder is a U.S. resident entitled to benefits under the *Canada-U.S. Income Tax Convention* (1980) and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends is generally reduced to 15%.

A Non-Resident Holder will generally not be liable to Canadian income tax on a disposition or deemed disposition of Kinross Shares unless the Non-Resident Holder's Kinross Shares are, or are deemed to be, taxable Canadian property to the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable tax treaty.

#### **Certain United States Federal Income Tax Considerations**

##### ***General***

The following is a general summary of the principal U.S. federal income tax consequences to a U.S. Holder, as defined below, of the exchange of Underworld Shares for Kinross Shares and \$0.01 per Underworld Share pursuant to the Offer (or the disposition of Underworld Shares pursuant to certain transactions described in Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited"), and the ownership and disposition of Kinross Shares received pursuant to the Offer. This summary is not applicable to persons holding Underworld Options, Underworld Warrants or other rights to acquire Underworld Shares and any U.S. Holder that holds any of the foregoing should consult their own tax advisor regarding the U.S. federal income tax consequences to them of the Offer, as well as the ownership and disposition of Kinross Shares, having regard to such holder's particular circumstances.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), final and temporary Treasury Regulations promulgated thereunder, administrative pronouncements and practices, judicial decisions, the Convention between Canada and the United States of America with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended, all as of the date hereof. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive basis. This discussion is not binding on the U.S. Internal Revenue Service (the "**IRS**"). No legal opinion from U.S. legal counsel or ruling from the IRS has been requested, or is expected to be obtained, regarding the U.S. federal income tax consequences discussed herein. There can be no assurance that the IRS will not challenge any of the conclusions described herein or that a U.S. court will not sustain such a challenge.

This discussion does not address any U.S. federal alternative minimum tax, U.S. federal estate, gift, or other non-income tax, or any state, local, or non-U.S. tax consequences of the Offer or the ownership and disposition of Kinross Shares. This summary does not address the U.S. federal income tax consequences of transactions entered into prior to, currently with, or subsequent to the Offer (whether or not any such transactions are undertaken in connection with the Offer), and assumes that no such transaction will properly be integrated with the Offer for U.S. federal income tax purposes. If any of the assumptions on which this summary is based are

inaccurate, such inaccuracy may result in U.S. federal income tax consequences for a U.S. Holder that are materially different than those described below. Further, this summary is not intended to constitute a complete description of all the potential U.S. federal income tax consequences that may apply to a U.S. Holder as a result of the Offer or the ownership and disposition of Kinross Shares received pursuant to the Offer. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. U.S. Holders and holders of Underworld Shares that are not U.S. Holders should consult their own tax advisors regarding the application of the U.S. federal income tax laws to their particular circumstances, as well as any tax consequences that may arise under the laws of any other relevant non-U.S. state, local, or other taxing jurisdiction (including the potential application of and operation of any tax treaties).

### *U.S. Holders*

As used herein, a "U.S. Holder" means a beneficial owner of Underworld Shares (or, following the completion of the Offer, a beneficial owner of Kinross Shares) for U.S. federal income tax purposes that is (i) a citizen or an individual resident (including a lawful permanent resident alien holding a green card) of the United States, (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) organized under the laws of the United States or any political subdivision thereof, including the States and the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust which (a) is subject to the primary jurisdiction of a court within the United States and for which one or more U.S. persons have authority to control all substantial decisions, or (b) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person. If a pass-through entity, including a partnership or other entity taxable as a partnership for U.S. federal income tax purposes, holds Underworld Shares or Kinross Shares, the U.S. federal income tax treatment of an owner or partner of such entity, generally will depend on the status of such owner or partner and on the activities of the pass-through entity. A U.S. person that is an owner or partner of a pass-through entity holding Underworld Shares or Kinross Shares is urged to consult its own tax advisor.

This discussion assumes that each of the Underworld Shares is held as a capital asset, within the meaning of Section 1221 of the Code, in the hands of a U.S. Holder at all relevant times and that each of the Kinross Shares to be received by such U.S. Holder as a result of the Offer will be held as a capital asset. In addition, this discussion does not address the U.S. federal income tax consequences to certain categories of U.S. Holders subject to special rules, including U.S. Holders that are (i) banks, financial institutions, or insurance companies, (ii) regulated investment companies or real estate investment trusts, (iii) brokers or dealers in securities or currencies or traders in securities or currencies that elect to apply a mark-to-market accounting method, (iv) tax-exempt organizations, (v) holders that own Underworld Shares (or, following the completion of the Offer, holders that will own Kinross Shares) as part of a straddle, hedge, constructive sale, conversion transaction, or other integrated investment, (vi) holders that acquired Underworld Shares in connection with the exercise of employee stock options or otherwise as compensation for services, (vii) holders that have a "functional currency" other than the U.S. dollar, (viii) holders that own or have owned directly, indirectly, or constructively 5 percent or more of Underworld's stock by voting power or value (or, following the completion of the Offer, holders that will own directly, indirectly, or constructively 5 percent or more of Kinross' stock by voting power or value), or (ix) U.S. expatriates.

**U.S. Treasury Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, you are hereby notified that: (a) any discussion of U.S. federal tax issues in this document is not intended or written to be relied upon, and cannot be relied upon, for the purpose of avoiding penalties that may be imposed under the Code; (b) such discussion is written in connection with the promotion or marketing**

**of the transactions or matters addressed herein; and (c) holders should seek advice based on their particular circumstances from their own tax advisors.**

*U.S. Federal Income Tax Consequences of the Offer*

*The Exchange of Underworld Shares Pursuant to the Offer*

A U.S. Holder who receives Kinross Shares and Canadian currency exchange for its Underworld Shares pursuant to the Offer should recognize a gain or loss equal to the difference between (i) the amount realized and (ii) such holder's adjusted tax basis in its Underworld Shares. For this purpose, the amount realized is the sum of the fair market value of the Kinross Shares received and the U.S. dollar value of Canadian currency received. The tax basis of Kinross Shares received by a U.S. Holder pursuant to the Offer should be equal to the fair market value of such Kinross Shares received pursuant to the Offer. The holding period in the Kinross Shares received pursuant to the Offer should begin on the day after the exchange pursuant to the Offer.

*PFIC Status of Underworld*

Underworld has indicated to Kinross that it believes that it likely has been a PFIC in prior taxable years, and likely will be a PFIC for its current taxable year. The determination of PFIC status, however, is fundamentally factual in nature, depends on the application of complex U.S. federal income tax rules which are subject to differing interpretations, and generally cannot be determined until the close of the taxable year in question. U.S. Holders are urged to consult their own tax advisors regarding the PFIC classification of Underworld for any taxable years during which such holder has held Underworld Shares.

If Underworld is a PFIC for one or more years during which a U.S. Holder has held Underworld Shares, under the PFIC rules:

any gain on the disposition of Underworld Shares pursuant to the Offer will be allocated rateably over such U.S. Holder's holding period for the Underworld Shares;

the amount allocated to the current taxable year and any year prior to the first year in which Underworld was classified as a PFIC will be taxed as ordinary income in the current year;

the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year; and

an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the other taxable years described in the bullet point immediately above, which interest charge is not deductible by non-corporate U.S. Holders.

A U.S. Holder that has made a timely and effective "mark to market" election with respect to its Underworld Shares as of the first year of such holder's holding period during which Underworld is treated as a PFIC generally would not be subject to the tax treatment under the PFIC rules described above, but any gain recognized by such holder on the exchange of its Underworld Shares pursuant to the Offer would be treated as ordinary income. Any loss on such a disposition would be treated as an ordinary deduction, but only to the extent of the ordinary income that the holder had included pursuant to the "mark to market" election in prior tax years. Additionally, a U.S. Holder that has made a timely and effective qualified electing fund ("QEF") election or certain other elections under the PFIC rules with respect to Underworld Shares may be subject to consequences under the PFIC rules that are different than those described above.



***U.S. Holders are urged to consult their independent tax advisors regarding the application of the PFIC rules as well, as the impact of any mark-to-market, or other election, having regard to such holder's particular circumstances.*** For a general discussion of the PFIC rules, see "Holding and Disposing of Kinross Shares PFIC Rules" below.

*Canadian Currency*

The fair market value of any Canadian currency received by a U.S. Holder in the Offer will generally be based on the spot Canadian dollar/United States dollar rate on the date the amount is includible in such holder's income, regardless of whether the payment is in fact converted into U.S. dollars on such date. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date a U.S. Holder includes such amount in income to the date such holder converts such Canadian currency into U.S. dollars will be treated as ordinary income or loss.

*Shares Not Deposited by Resident Holders*

As described under Section 8 of this Circular, "Acquisition of Underworld Shares Not Deposited", Kinross may, in certain circumstances, acquire Underworld Shares not deposited under the Offer pursuant to a Compulsory Acquisition, a Compelled Acquisition or a Subsequent Acquisition Transaction. A U.S. Holder whose Underworld Shares are acquired pursuant to a Compulsory Acquisition or a Compelled Acquisition should be subject to tax consequences generally similar to those described above under "The Exchange of Underworld Shares Pursuant to the Offer". The tax treatment of a Subsequent Acquisition Transaction to a U.S. Holder will depend upon the exact manner in which the Subsequent Acquisition Transaction is carried out and may be substantially the same or materially different than the tax consequences described above. U.S. Holders should consult their own tax advisors for advice with respect to the income tax consequences of having their Underworld Shares acquired pursuant to a Compulsory Acquisition, a Compelled Acquisition or a Subsequent Acquisition Transaction, including the consequences of exercising dissent rights pursuant to a Compulsory Acquisition or a Subsequent Acquisition Transaction.

*Information Reporting and Backup Withholding*

Unless the U.S. Holder is a corporation or other exempt recipient, payments to certain U.S. Holders of the proceeds of the exchange of Underworld Shares that are made pursuant to the Offer, Compulsory Acquisition, Compelled Acquisition or Subsequent Acquisition Transaction may be subject to information reporting and U.S. federal backup withholding tax at the rate of 28% (subject to periodic adjustment) if the U.S. Holder fails to supply a correct taxpayer identification number or otherwise fails to comply with applicable U.S. information reporting or certification requirements. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against the U.S. Holder's U.S. federal income tax, provided that the required information is furnished to the IRS.

**Holding and Disposing of Kinross Shares**

*Taxation of Dividends*

Subject to the PFIC rules discussed below, U.S. Holders are subject to United States federal income taxation on the gross amount of any dividend Kinross pays out of its current or accumulated earnings and profits (as determined for United States federal income tax purposes). Dividends paid to non-corporate U.S. Holders in taxable years beginning before January 1, 2011 that constitute qualified dividend income are taxable at a maximum tax rate of 15%, provided that the Kinross Shares are held by such holder for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date and other holding period requirements are met. Dividends Kinross pays with respect to Kinross Shares should be qualified dividend income provided that Kinross is not a PFIC in the year the dividend is paid or the previous taxable year. Under current law, for taxable years beginning after December 31, 2010, dividends will be taxed at regular ordinary income rates.

U.S. Holders must include any Canadian tax withheld from the dividend payment in this gross amount even though such holders do not in fact receive it. The dividend is taxable to U.S. Holders on the receipt of the dividend, actually or constructively. The dividend will not be eligible for the dividends-received deduction generally allowed to United States corporations in respect of dividends received from other United States corporations. Distributions in excess of the current and accumulated earnings and profits of Kinross (as determined for United States federal income tax purposes) will be treated as a non-taxable return of capital to the extent of a U.S. Holder's basis in the Kinross Shares and thereafter as capital gain.

Subject to certain limitations, the Canadian tax withheld and paid over to Canada will be creditable or deductible against a U.S. Holder's United States federal income tax

liability. Special rules apply in determining the foreign tax credit limitation with respect to dividends that are subject to the maximum 15% tax rate.

Dividends will be income from sources outside the United States. For foreign tax credit purposes, dividends will be income from sources outside the United States and will, depending on a U.S. Holder's particular circumstances, be either "passive category" or "general category" income for purposes of computing the foreign tax credit allowable to such holder.

*Taxation of Capital Gains*

Subject to the PFIC rules discussed below, on the sale or other taxable disposition of Kinross Shares, a U.S. Holder will recognize capital gain or loss for United States federal income tax purposes equal to the difference between the United States dollar value of the amount that such holder realizes and such holder's tax basis, determined in U.S. dollars, in the Kinross Shares so disposed. Capital gain of a non-corporate U.S. Holder that is recognized in taxable years beginning before January 1, 2011 is generally taxed at a maximum rate of 15% where the U.S. Holder has a holding period greater than one year. Under current law, for taxable years beginning after December 31, 2010, the maximum federal income tax rate applicable to any such capital gain is scheduled to increase to 20% for non-corporate U.S. Holders. The gain or loss will generally be income or loss from sources within the United States for foreign tax credit limitation purposes.

*PFIC Rules*

Kinross believes that Kinross Shares should not be treated as interests in a PFIC for United States federal income tax purposes, but this conclusion is a factual determination that is made annually and thus may be subject to change.

In general, Kinross will be a PFIC with respect to a U.S. Holder if for any taxable year in which such holder holds Kinross Shares:

at least 75% of Kinross' gross income for the taxable year is passive income; or

at least 50% of the value, determined on the basis of a quarterly average, of Kinross' assets is attributable to assets that produce or are held for the production of passive income.

Passive income generally includes dividends, interest, royalties, rents (other than certain rents and royalties derived in the active conduct of a trade or business), annuities and gains from assets that produce passive income. If a foreign corporation owns at least 25% by value of the stock of another corporation, the foreign corporation is treated for purposes of the PFIC tests described above as owning its proportionate share of the assets of the other corporation, and as receiving directly its proportionate share of the other corporation's income.

If Kinross is treated as a PFIC, and a U.S. Holder does not make a timely mark-to-market election, as described below, such holder will be subject to special rules with respect to:

any gain such holder realizes on the sale or other disposition of Kinross Shares; and

any excess distribution that Kinross makes on Kinross Shares (generally, any distributions during a single taxable year that are greater than 125% of the average annual distributions received by the U.S. Holder in respect of the Kinross Shares during the three preceding taxable years or, if shorter, such holder's holding period for the Kinross Shares).

Under these rules:

the gain or excess distribution will be allocated ratably over a U.S. Holder's holding period for the Kinross Shares;

the amount allocated to the taxable year in which the holder realized the gain or excess distribution will be taxed as ordinary income;

the amount allocated to each prior year, with certain exceptions, will be taxed at the highest tax rate in effect for that year; and

the interest charge generally applicable to underpayments of tax will be imposed in respect of the tax attributable to each such year.

If Kinross were a PFIC, a U.S. holder generally would be taxed as described above unless the U.S. Holder made a mark-to-market election with respect to its Kinross Shares to mitigate some of the adverse tax consequences of holding stock in a PFIC.

A U.S. holder that holds stock of a PFIC generally may make a mark-to-market election with respect to its stock if the stock constitutes "marketable stock." Marketable stock is stock that is regularly traded (other than in *de minimis* quantities) on a United States or non-United States exchange or other market that the United States Treasury Department determines has trading, listing, financial disclosure, and other rules adequate to carry out the purposes of the mark-to-market election. The Kinross Shares should constitute marketable stock with respect to which a mark-to-market election could be made. In such case, a U.S. holder would generally include as ordinary income or loss the difference between the fair market value of the Kinross Shares at the end of the taxable year and the adjusted tax basis of the Kinross Shares (but loss could only be included to the extent of the net amount of previously included income as a result of the mark-to-market election). If a U.S. holder made the election, the U.S. holder's tax basis in the Kinross Shares would be adjusted to reflect any such income or loss amounts. Any gain recognized on the sale or other disposition of Kinross Shares would be treated as ordinary income. U.S. holders should consult their own tax advisors regarding the availability and advisability of making a mark-to-market election with respect to the Kinross Shares in their particular circumstances.

Kinross does not intend to provide U.S. holders with such information as may be required to make a QEF election effective.

**Backup Withholding and Information Reporting**

Information reporting requirements, on IRS Form 1099, generally will apply to non-corporate U.S. Holders with respect to:

dividend payments or other taxable distributions made to such holder within the United States; and

the payment of proceeds to such holder from the sale of Kinross Shares effected at a United States office of a broker.

Additionally, backup withholding may apply to such payments to non-corporate U.S. Holders that:

fail to provide an accurate taxpayer identification number;

are notified by the IRS that they have failed to report all interest and dividends required to be shown on their United States federal income tax returns; or

in certain circumstances, fail to comply with applicable certification requirements.

Payment of the proceeds from the sale of Kinross Shares effected at a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, a sale of Kinross Shares that is effected at a foreign office of a broker will be subject to information reporting and backup withholding if:

the proceeds are transferred to an account maintained by a U.S. Holder in the United States;

the payment of proceeds or the confirmation of the sale is mailed to a U.S. Holder at a United States address; or

the sale has some other specified connection with the United States as provided in United States Treasury regulations; unless the broker does not have actual knowledge or reason to know that such U.S. Holder is a United States person and certain documentation requirements are met or such holder otherwise establishes an exemption.

In addition, a sale of Kinross Shares effected at a foreign office of a broker will be subject to information reporting if the broker is:

a United States person;

a controlled foreign corporation for United States tax purposes;

a foreign person 50% or more of whose gross income is effectively connected with the conduct of a United States trade or business for a specified three-year period; or

a foreign partnership, if at any time during its tax year:

one or more of its partners are "U.S. persons", as defined in United States Treasury regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership; or

such foreign partnership is engaged in the conduct of a United States trade or business;

unless the broker does not have actual knowledge or reason to know that such holder is a United States person and certain documentation requirements are met or such holder otherwise establishes an exemption. Backup withholding will apply if the sale is subject to information reporting and the broker has actual knowledge that a U.S. Holder is a United States person.

A U.S. Holder generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed such holder's income tax liability by filing a refund claim with the IRS.

#### **18. Depositary and Information Agent**

Kinross has engaged Kingsdale Shareholder Services Inc. to act as Depositary for the receipt of Underworld Shares and related Letters of Transmittal deposited under the Offer and for the payment for Underworld Shares purchased by Kinross pursuant to the Offer. The Depositary will also receive Notices of Guaranteed Delivery at its offices in Toronto, Ontario specified in the Notice of Guaranteed Delivery. The Depositary will also be responsible for giving notices, if required, and for making payment for all Underworld Shares purchased by the Offeror under the Offer. The Depositary will also facilitate book-entry transfers of Underworld Shares. The Depositary will receive reasonable and customary compensation from Kinross for its services relating to the Offer and will be reimbursed for certain out-of-pocket expenses. Kinross has also agreed to indemnify the Depositary against certain liabilities and expenses in connection with the Offer, including certain liabilities under the securities laws of Canada.

Kinross has also retained Kingsdale Shareholder Services Inc. to act as Information Agent in connection with the Offer. The Information Agent will receive reasonable and customary compensation from Kinross for services in connection with the Offer, will be reimbursed for certain out-of-pocket expenses and will be indemnified against certain liabilities, including liabilities under securities laws and expenses incurred in connection therewith.

#### **19. Dealer Managers and Soliciting Dealer Group**

Kinross has engaged the services of RBC Dominion Securities Inc. as Dealer Managers in Canada and RBC Capital Markets Corporation as Dealer Managers in the United States to solicit acceptances of the Offer. The Dealer Managers will be reimbursed by Kinross for their reasonable out-of-pocket expenses. In addition, the Dealer Managers will be indemnified against certain liabilities, including liabilities under securities laws, in connection with the Offer.

The Dealer Managers have agreed to form the soliciting dealer group (the "**Soliciting Dealer Group**") comprised of members of the Investment Industry Regulatory Organization of Canada and members of the TSX, the TSX-V and the Financial Industry Regulatory Authority to solicit acceptances of the Offer. Each member of the Soliciting Dealer Group, including each of the Dealer Managers, is referred to herein as a "**Soliciting Dealer**".



Kinross has agreed to pay members of the Soliciting Dealer Group whose name appears in the appropriate space of a properly completed and executed Letter of Transmittal a solicitation fee of Cdn.\$0.02 per Underworld Share taken up and paid for by Kinross under the Offer, subject to a minimum fee of Cdn.\$100.00 and a maximum fee of Cdn.\$1,500.00 being payable in respect of any one beneficial owner of Underworld Shares provided that the Cdn.\$100.00 minimum will only be payable in respect of deposits of 1,000 or more Underworld Shares. No solicitation fee will be paid if the Offer is withdrawn or terminated and no Underworld Shares are taken up thereunder or in respect of any Underworld Shares withdrawn prior to take up of the Underworld Shares unless thereafter such Underworld Shares are properly deposited under the Offer and taken up and paid for. Kinross will not be required to pay a fee to more than one Soliciting Dealer in respect of any one beneficial

owner of Underworld Shares or in respect of Underworld Shares deposited by directors or officers of Underworld.

Except as set forth above, the Offeror will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of the Underworld Shares pursuant to the Offer, provided that the Offeror may make other arrangements with soliciting dealers and/or information agents outside of Canada. No fee or commission will be payable by Shareholders who transmit their Underworld Shares directly to the Depository or who make use of the facilities of a Soliciting Dealer to accept the Offer.

## **20. Offerees' Statutory Rights**

Securities legislation of the provinces and territories of Canada provides securityholders of Underworld with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or a notice that is required to be delivered to such securityholders. However, such rights must be exercised within prescribed time limits. Securityholders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult with a lawyer.

## **21. U.S. Exchange Act Requirements**

Kinross is subject to the reporting requirements of the U.S. Exchange Act and in accordance therewith files reports and other information with the SEC. Under a multijurisdictional disclosure system adopted by United States and Canadian securities regulators, some reports and other information may be prepared in accordance with the disclosure requirements of Canadian securities laws, which requirements are different from those of the United States. Kinross is exempt from the rules under the U.S. Exchange Act prescribing the furnishing and content of proxy statements, and its officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the U.S. Exchange Act. Reports and other information filed or furnished, as applicable, by Kinross may be inspected and copied at the public reference facilities maintained by the SEC at Room 1580, 100 F Street, NE, Washington, D.C. 20549. Copies of such material can also be obtained at prescribed rates from the Public Reference Section of the SEC at 100 F Street, NE, Washington, D.C. 20549. Prospective investors may call the SEC at 1-800-SEC-0330 for further information regarding the public reference facilities or visit the SEC's website at [www.sec.gov](http://www.sec.gov).

The registration statement filed with the SEC concerning the Offer, including exhibits, and Kinross' reports and other information filed under the U.S. Exchange Act are available to the public free of charge at the SEC's website at [www.sec.gov](http://www.sec.gov).

## **22. Registration Statement Filed with the SEC**

Kinross has filed a Registration Statement on Form F-8 under the U.S. Securities Act to register the Kinross Shares in connection with their offer and sale pursuant to the Offer. The Offer and Circular do not contain all of the information set forth in the Registration Statement. Reference is made to the Registration Statement and the exhibits thereto for further information.

## **23. Legal Matters**

Certain legal matters relating to the Offer and to the Kinross Shares to be distributed pursuant to the Offer will be reviewed by Osler, Hoskin & Harcourt LLP. As at the date hereof, the partners and associates of Osler, Hoskin & Harcourt LLP as a group, beneficially own, directly or indirectly, less than 1% of any class of Kinross' issued and

outstanding securities.

**24. Directors' Approval**

The contents of the Offer and Circular have been approved and the sending thereof to the Shareholders has been authorized by the board of directors of Kinross.

### EXPERTS

Except as otherwise referred to herein, reference should be made to the section entitled "Interests of Experts" set out in the Kinross annual information form for the year ended December 31, 2008 dated March 31, 2009, which is incorporated by reference into this Offer to Purchase and Circular. With respect to technical information relating to Kinross contained in the annual information form, Mr. Robert Henderson, Kinross' Senior Vice President, Technical Services, has supervised the preparation of such disclosure as a "qualified person" for the purposes of NI 43-101.

The audited consolidated financial statements of Kinross as at December 31, 2009 and 2008 and for each of the years in the three-year period ended December 31, 2009, incorporated by reference in this Offer and Circular, have been audited by KPMG LLP, independent registered chartered accountants, as set forth in their report thereon, included therein and incorporated herein by reference. Such audited consolidated financial statements are incorporated herein by reference in reliance upon and upon the authority of such said firm as experts in accounting and auditing.

### DOCUMENTS FILED AS PART OF THE REGISTRATION STATEMENT

The following documents have been filed with the SEC as part of the Registration Statement on Form F-8:

- (a) the documents incorporated by reference under the heading, "Kinross Kinross Documents Incorporated by Reference and Further Information";
- (b) "Reconciliation to Generally Accepted Accounting Principles in the United States" and the report of the independent registered public accounting firm of Kinross thereon relating to the annual audited consolidated financial statements of Kinross for the year ended December 31, 2009, including consolidated balance sheets as at December 31, 2009 and December 31, 2008 and the consolidated statements of operations, cash flows, common shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2009 and related notes;
- (c) consent of Osler, Hoskin & Harcourt LLP;
- (d) consent of KPMG LLP;
- (e) powers of attorney authorizing certain signatories to execute the Form F-8;
- (f) press release dated March 11, 2010 relating to the intention of Kinross to make the Offer;
- (g) Support Agreement dated March 15, 2010 by and between Kinross and Underworld;
- (h) form of Lock-Up Agreement by and between Kinross and Darryl Cardey, Janice Davies, Marcel H. de Groot, Adrian Fleming, Christopher Herald, Robert McLeod, Cale Moodie, Jeffrey Sundar and Michael Williams; and

- (i) consent of Robert Henderson.

**CONSENT OF OSLER, HOSKIN & HARCOURT LLP**

To: The Directors of Kinross Gold Corporation

We hereby consent to the references to our name contained under the heading "Legal Matters" and to our opinion contained under "Certain Tax Matters Certain Canadian Federal Income Tax Considerations" in the take-over bid circular accompanying the offer to purchase dated March 19, 2010 made by Kinross Gold Corporation to purchase all of the issued and outstanding common shares of Underworld Resources Inc.

Toronto, Ontario  
March 19, 2010

(Signed) OSLER, HOSKIN &  
HARCOURT LLP

C-1

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**AUDITORS' CONSENT**

To the Board of Directors of Kinross Gold Corporation

We have read the take-over bid circular accompanying the offer to purchase (the "Take-Over Bid Circular") dated March 19, 2010 made by Kinross Gold Corporation (the "Company") to purchase all of the issued and outstanding common shares of Underworld Resources Inc. ("Underworld") to be sent to the shareholders of Underworld. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference, in the above-mentioned Take-Over Bid Circular of our auditors' report to the shareholders of Kinross on the consolidated balance sheets of the Company as at December 31, 2009 and 2008 and the consolidated statements of operations, cash flows, common shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2009. Our report is dated February 17, 2010.

Toronto, Ontario  
March 19, 2010

(Signed) KPMG LLP  
Chartered Accountants, Licensed Public  
Accountants

C-2

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**CERTIFICATE**

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

Dated: March 19, 2010

(Signed) TYE W. BURT  
President and Chief Executive Officer

(Signed) THOMAS M. BOEHLERT  
Executive Vice President and Chief  
Financial Officer

On behalf of the board of directors

(Signed) JOHN E. OLIVER  
Director

(Signed) JOHN A. BROUGH  
Director

C-3

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Any questions and requests for assistance may be directed to the  
Depository and Information Agent:

*By Mail*

The Exchange Tower  
130 King Street West, Suite 2950,  
P.O. Box 361  
Toronto, Ontario  
M5X 1E2

*By Registered, by Hand or by Courier*

The Exchange Tower  
130 King Street West, Suite 2950,  
Toronto, Ontario  
M5X 1E2

**North American Toll Free Phone:**

**1-866-581-1513**

E-mail: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272

The Dealer Managers for the Offer are:

*In Canada*

**RBC Dominion Securities Inc.**

*In the United States*

**RBC Capital Markets Corporation**

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*The instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed. Your broker or other financial advisor can assist you in completing this Letter of Transmittal.*

## LETTER OF TRANSMITTAL

FOR DEPOSIT OF COMMON SHARES OF

### UNDERWORLD RESOURCES INC.

Pursuant to the Offer dated March 19, 2010 made by

### KINROSS GOLD CORPORATION

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**THE OFFER WILL BE OPEN FOR ACCEPTANCE UNTIL 5:00 P.M.,  
VANCOUVER TIME,  
ON APRIL 26, 2010, UNLESS THE OFFER IS EXTENDED OR WITHDRAWN.**

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This Letter of Transmittal (the "**Letter of Transmittal**"), or a manually signed facsimile thereof, properly completed and duly executed, together with all other required documents, must accompany the share certificates representing common shares (the "**Underworld Shares**") in the capital of Underworld Resources Inc. ("**Underworld**") deposited pursuant to the offer (the "**Offer**") set forth in the Offer to Purchase dated March 19, 2010 (the "**Offer to Purchase**") made by Kinross Gold Corporation ("**Kinross**") to holders of Underworld Shares.

The terms and conditions of the Offer are incorporated by reference in this Letter of Transmittal. Capitalized terms used but not defined in this Letter of Transmittal which are defined in the Offer and accompanying Circular dated March 19, 2010 (together, the "**Offer and Circular**") shall have the meanings given to them in the Offer and Circular.

Shareholders may accept the Offer by following the procedures for a book-entry transfer established by CDS Clearing and Depository Services Inc. ("**CDS**"), provided that a Book-Entry Confirmation through CDSX is received by the Depository (as defined below) at its office in Toronto, Ontario prior to the Expiry Time. The Depository has established an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of a Shareholder's Underworld Shares into the Depository's account in accordance with CDS procedures for such transfer. Delivery of Underworld Shares to the Depository by means of a book-entry transfer will constitute a valid tender under the Offer.

Shareholders, through their respective CDS participants, who use CDSX to accept the Offer through a book-entry transfer of their holdings into the Depository's account with CDS shall be deemed to have completed and submitted a Letter of Transmittal and to be bound by the terms thereof and therefore such instructions received by the Depository are considered a valid tender in accordance with the terms of the Offer.

If a Shareholder wishes to deposit Underworld Shares pursuant to the Offer and the certificate(s) representing the Underworld Shares is (are) not immediately available or the Shareholder is not able to deliver the certificate(s) and all other required documents to the Depository at or prior to the Expiry Time, those Underworld Shares may nevertheless be deposited under the Offer pursuant to the procedure for guaranteed delivery provided that all of the conditions set forth in Section 5 of the Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery", are met. See Instruction 2, "Procedures for Guaranteed Delivery".

Kingsdale Shareholder Services Inc. (the "**Depository**") or your broker or other financial advisor can assist you in completing this Letter of Transmittal (see back page of this document for addresses and telephone numbers). Persons whose Underworld Shares are registered in the name of a broker, dealer, bank, trust company or other nominee should immediately contact such registered holder for assistance if they wish to accept the Offer.

Delivery of this Letter of Transmittal and accompanying certificate(s) representing Underworld Shares to the address of the Depository other than as set forth below does not constitute a valid delivery to the Depository.

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You must sign this Letter of Transmittal in the appropriate space provided below and, if you are a U.S. Person (as defined in Instruction 10, "Important Tax Information for U.S. Shareholders"), you must also complete the Substitute Form W-9 set forth on page 8 (see Instruction 10, "Important Tax Information for U.S. Shareholders").

**TO: KINROSS GOLD CORPORATION**

**AND KINGS DALE SHAREHOLDER SERVICES INC.**

**TO:** The undersigned delivers to you the enclosed certificate(s) for Underworld Shares and, subject only to the provisions of the Offer regarding withdrawal, irrevocably accepts the Offer for such Underworld Shares upon the terms and conditions contained in the Offer. The following are the details of the enclosed certificate(s):

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**BOX 1**

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Certificate Number(s) (if available)	Name and Address of Registered Shareholder of Underworld Shares (please print)	Number of Underworld Shares Represented by Certificate	Number of Underworld Shares Deposited*
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TOTAL \_\_\_\_\_

*(Please print or type. If space is insufficient, please attach a list to this Letter of Transmittal in above form.)*

\* Unless otherwise indicated, the total number of Underworld Shares evidenced by all certificates delivered will be deemed to have been deposited. See Instruction 6 herein, "Partial Deposits".

The undersigned acknowledges receipt of the Offer and Circular and acknowledges entering into a binding agreement between the undersigned and Kinross in accordance with the terms and conditions of the Offer. The undersigned represents and warrants that (a) the undersigned has full power and authority to deposit, sell, assign and transfer the Underworld Shares covered by this Letter of Transmittal (the "**Deposited Shares**") and in and to all rights and benefits arising from such Underworld Shares including, without limitation, and any and all Distributions (as defined below) being deposited under the Offer, (b) the Deposited Shares and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Shares and Distributions, to any other person, (c) the deposit of the Deposited Shares and Distributions complies with applicable laws, and (d) when the Deposited Shares and Distributions are taken up and paid for by Kinross, Kinross will acquire good

title thereof, free and clear of all liens, restrictions, charges, encumbrances, claims and rights of others in accordance with the terms and conditions set forth in the Offer and in this Letter of Transmittal.

**IN CONSIDERATION OF THE OFFER AND FOR VALUE RECEIVED,** upon the terms and subject to the conditions set forth in the Offer and in this Letter of Transmittal, subject only to the withdrawal rights set out in the Offer, the undersigned irrevocably accepts the Offer for and in respect of the Deposited Shares and delivers to Kinross the enclosed Underworld Share certificate(s) representing the Deposited Shares and, on and subject to the terms and conditions of the Offer, deposits, sells, assigns and transfers to Kinross all right, title and interest of the undersigned in and to the Deposited Shares, and in and to all rights and benefits arising from such Deposited Shares, including any and all dividends, distributions, payments, securities, property or other interests which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them on and after the date of the Offer (other than any dividend, distribution or payment in respect of which a reduction in the price of the Offer is made pursuant to Section 7 of the Offer to Purchase, "Changes in Capitalization of Underworld; Liens"), including any dividends, distributions or payments on such dividends, distributions, payments, securities, property or other interests (collectively, "**Distributions**").

If, on or after the date of the Offer, Underworld should divide, combine, reclassify, consolidate, convert or otherwise change any of the Underworld Shares or its capitalization, or should disclose that it has taken or intends to take any such action, then Kinross may, in its sole discretion and without prejudice to its rights under Section 2 of the Offer to Purchase, "Conditions of the Offer", make such adjustments as it deems appropriate to reflect such division, combination, reclassification, consolidation, conversion or other change in the offered consideration or other terms of the Offer (including the type of securities offered to be purchased and the consideration payable therefor).

Underworld Shares acquired pursuant to the Offer shall be transferred by such Shareholder and acquired by Kinross free and clear of all liens, charges, encumbrances, claims and equities and together with all rights and benefits arising therefrom, the right to any and all dividends, distributions, payments, securities, rights, assets or other interests which may be declared, paid, issued, distributed, made or transferred on or after the date of the Offer on or in respect of the Underworld Shares but subject to any Underworld Shares being validly withdrawn by or on behalf of a depositing Shareholder.

If, on or after the date of the Offer, Underworld should declare or pay any dividend or declare, make or pay any other distribution or payment on or declare, allot, reserve or issue any securities, rights or other interests with respect to any Underworld Shares, which is or are payable or distributable to Shareholders of record on a date prior to the transfer into the name of Kinross or its nominees or transferees on the securities register maintained by or on behalf of Underworld in respect of Underworld Shares, then the whole of any such dividend, distribution, payment, right or other interest will be promptly remitted and transferred by the depositing Shareholder to the Depository for the account of Kinross accompanied by appropriate documentation of transfer. Pending such remittance, Kinross will be entitled to any such dividend, distribution, payment, right or other interest and may deduct from the purchase price payable by Kinross pursuant to the Offer the amount or value thereof, as determined by Kinross in its sole discretion.

Shareholders whose Underworld Share certificate(s) is (are) not immediately available or who cannot cause their Underworld Share certificate(s) and all other required documents to be delivered to the Depository at or before the Expiry Time must deliver their Underworld Shares according to the guaranteed delivery procedures set forth in Section 5 of the Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery".

The undersigned irrevocably approves, constitutes and appoints, effective on and after the date that Kinross takes up and pays for the Deposited Shares taken up and paid for under the Offer (which shares upon being taken up and paid for are, together with any Distributions thereon, hereinafter referred to as the "**Purchased Securities**"), certain officers of Kinross and any other person designated by Kinross in writing (each an "**Appointee**") as the true and lawful agents, attorneys and attorneys-in-fact and proxies, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), of the depositing Shareholder with respect to the Purchased Securities. This Letter of Transmittal or the making of a book-entry transfer authorizes an Appointee, in the name and on behalf of the undersigned (a) to register or record the transfer and/or cancellation of such Purchased Securities (to the extent consisting of securities) on the appropriate register maintained by or on behalf of Underworld; (b) for so long as any Purchased Securities are registered or recorded in the name of the undersigned (whether or not they are now so registered or recorded), to exercise any and all rights of the undersigned including the right to vote, to execute and deliver any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to the Offeror in respect of any or all Purchased Securities, to revoke any such instrument, authorization or consent, and to designate in such instrument, authorization or consent any person or persons as the proxy of the undersigned in respect of the Purchased Securities for all purposes including in connection with any meeting or meetings (whether annual, special or otherwise or any adjournment thereof, including any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Underworld; (c) to execute, endorse and negotiate, for and in the name of

and on behalf of such Shareholder, any and all cheques or other instruments representing any Distribution payable to or to the order of, or endorsed in favour of, such Shareholder; and (d) to exercise any other rights of a holder of Purchased Securities.

The undersigned revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the Shareholder at any time with respect to the Deposited Shares or any Distributions. The undersigned agrees that no subsequent authority, whether as agent,

attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Shares or any Distributions by or on behalf of the undersigned unless the Deposited Shares are not taken up and paid for under the Offer.

The undersigned agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any adjournment thereof, including any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of Underworld and not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to Kinross any and all instruments of proxy, authorizations or consents in respect of any or all of the Purchased Securities, and agrees to appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by Kinross as the proxy of the holder of the Purchased Securities. **Upon such appointment, all prior proxies and other authorizations (including all appointments of any agent, attorney-in-fact or attorney) or consents given by the holder of such Purchased Securities with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.**

The undersigned covenants to execute, upon request of Kinross, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to Kinross. Each authority herein conferred or agreed to be conferred and may be exercised during any subsequent legal incapacity of the undersigned and shall, to the extent permitted by law, survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of the undersigned.

The undersigned instructs Kinross and the Depositary, upon Kinross taking up the Deposited Shares, to mail the cheques, payable in Canadian funds, and certificate(s), as applicable, representing the Kinross Shares, by first class mail, postage prepaid, or to hold such cheques or cheques and share certificate(s) representing the Kinross Shares for pick-up, in accordance with the instructions below. Should any Deposited Shares not be purchased, the certificate(s) for Deposited Shares and other relevant documents shall be returned in accordance with the instructions in the preceding sentence. The undersigned acknowledges that Kinross has no obligation pursuant to the instructions given below to transfer any Deposited Shares from the name of the registered holder thereof if Kinross does not purchase any of the Deposited Shares. Cheques and share certificates mailed in accordance with this paragraph will be deemed to have been delivered at the time of mailing.

The undersigned understands and acknowledges that under no circumstances will interest accrue or be paid by Kinross or by the Depositary to persons depositing the Underworld Shares on the purchase price of the Underworld Shares purchased by Kinross, regardless of any delay in making such payment.

The Depositary will act as the agent of persons who have deposited Underworld Shares in acceptance of the Offer for the purposes of receiving certificates for Kinross Shares and cash payment in lieu of fractional Kinross Shares, if any, from Kinross and transmitting such certificates and such cash payment to such persons, and receipt thereof by the Depositary shall be deemed to constitute receipt thereof by persons depositing Underworld Shares.

The undersigned acknowledges that the Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance thereof would not be in compliance with the laws of such jurisdiction.

By reason of the use by the undersigned of an English language form of Letter of Transmittal, the undersigned, Kinross and the Depositary shall be deemed to have



required that any contract evidenced by the Offer as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. *En raison de l'utilisation d'une lettre d'envoi en langue anglaise par le soussigné, le soussigné et les destinataires sont présumés avoir requis que tout contrat attesté par l'offre et son acceptation au moyen de la présente lettre d'envoi, de même que tous les documents qui s'y rapportent, soient rédigés exclusivement en langue anglaise.*

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**BOX 2**

(See Instructions 3 and 4)

ISSUE KINROSS SHARES AND CHEQUE (IF ANY)  
IN THE NAME OF:  
(please print or type)

---

Name

---

Street Address and Number

---

City and Province or State

---

Country and Postal Code

---

Telephone Business Hours

---

Tax Identification,  
Social Insurance or Social Security No.  
(See Substitute Form W-9 included herein)

---

**BOX 3**

(See Instructions 3 and 4)

SEND KINROSS SHARES AND CHEQUE (IF ANY)  
(UNLESS BOX 4 IS CHECKED) TO:  
(please print or type)

---

Name

---

Street Address and Number

---

City and Province or State

---

Country and Postal Code

**BOX 4**

- HOLD KINROSS SHARES AND CHEQUE (IF ANY) FOR PICK-UP AGAINST COUNTER RECEIPT AT THE OFFICE OF THE DEPOSITARY WHERE THIS LETTER OF TRANSMITTAL IS DEPOSITED
- 
- 

**BOX 5**  
**INVESTMENT DEALER OR BROKER SOLICITING ACCEPTANCE OF THE OFFER**

(See Instruction 11)

---

(Firm)

---

(Telephone Number)

---

(Address)

---

(Facsimile Number)

---

(Registered Representative)

---

(Registered Representative Identification  
Number)

- CHECK HERE IF LIST OF BENEFICIAL HOLDERS IS ATTACHED
  - CHECK HERE IF DISKETTE TO FOLLOW
-

**SHAREHOLDER SIGNATURE**

Signature guaranteed by (if required under Instruction 4):

Dated: \_\_\_\_\_

Authorized Signature of Guarantor	Signature of holder of Underworld Shares or Authorized Representative See Instructions 3 and 5
Name of Guarantor (please print or type)	Name of holder of Underworld Shares (please print or type)
Address of Guarantor (please print or type)	Name of Authorized Representative, if applicable
	Daytime telephone number and facsimile of holder of Underworld Shares or daytime telephone number and facsimile Authorized Representative
	Tax Identification, Social Insurance or Social Security Number of holder of Underworld Shares

**BOX 6**

**TAX DEFERRAL ELECTION FOR CANADIAN SHAREHOLDERS**

- o Check this box if the beneficial owner of the Deposited Shares represented by the certificate(s) listed in Box 1 (i) is an "Eligible Holder" (defined below), and (ii) would like to make the joint tax election with Kinross described in Section 17 of the Circular, "Certain Tax Considerations Certain Canadian Federal Income Tax Considerations Holders Resident in Canada Resident Holders who Accept the Offer Exchange of Underworld Shares for Kinross Shares and Cash Disposition Where an Election is Made Under Subsection 85(1) or 85(2) of the Tax Act", in respect of such Kinross Shares that are received as partial consideration for such Deposited Shares. Eligible Holders who check this box and submit this Letter of Transmittal will receive a tax instruction letter providing instructions on how to complete the forms that must be completed and sent by the Eligible Holder in accordance with the procedures set out in the tax instruction letter no later than 90 days after the Expiry Time.

**The joint tax election can only be made by a beneficial owner of Underworld Shares who is an Eligible Holder, and who receives Kinross Shares as partial consideration for such deposited Underworld Shares. No joint tax election will be made with any other persons. With the exception of execution of the election by Kinross, compliance with the requirements for a valid election will be the sole responsibility of the Eligible Holder making the election.**

An "**Eligible Holder**" means a beneficial owner of Underworld Shares that is a resident of Canada for the purposes of the Tax Act and not exempt from tax under Part I of the Tax Act or a partnership, any member of which is a resident of Canada for the purposes of the Tax Act (other than a partnership, all of the members of which that are residents of Canada are exempt from tax under Part I of the Tax Act).

Eligible Holders should consult their own advisors as to whether they should make this tax election and (if so) the procedure for doing so. **It is the Eligible Holder's responsibility to take the steps required to make a valid tax election.**

- o Eligible Holders who check the box above and who would like to make a similar election for Québec income tax purposes must also check this box to receive a tax instruction letter relating to such Québec tax election from the Depositary.

**BOX 7**  
**DEPOSIT PURSUANT TO NOTICE OF GUARANTEED DELIVERY**  
(See Instruction 2)

- o CHECK HERE IF UNDERWORLD SHARES ARE BEING DEPOSITED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE TORONTO, ONTARIO OFFICE OF THE DEPOSITARY AND COMPLETE THE FOLLOWING:  
(Please print or type)

Name of Registered Holder:

---

Date of Execution of Guaranteed Delivery:

---

Window Ticket Number (if any):

---

Name of Institution which Guaranteed Delivery:

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**BOX 8**  
**STATUS AS U.S. SHAREHOLDER**

**TO BE COMPLETED BY ALL HOLDERS BY SELECTING ONE BOX BELOW**  
(See Instruction 10)

**Indicate whether or not you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder.**

- o The person signing this Letter of Transmittal represents that he/she/it is not a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.
- o The person signing this Letter of Transmittal is a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

A "U.S. Shareholder" is any holder of Underworld Shares that is either (a) providing an address in Box 2 that is located within the United States or any territory or possession thereof or (b) that is a U.S. Person for United States federal income tax purposes.

**If you are a U.S. Shareholder or acting on behalf of a U.S. Shareholder, then in order to avoid U.S. backup withholding, you must generally complete the Substitute Form W-9 included below or otherwise provide certification that you are exempt from backup withholding, as provided in Instruction 10, "Important Tax Information For U.S. Shareholders".**

**If you are a U.S. Shareholder, you must also complete  
the accompanying Substitute Form W-9**

7

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SUBSTITUTE FORM W-9

TO BE COMPLETED BY U.S. SHAREHOLDERS ONLY

PAYER'S NAME: Kingsdale Shareholder Services Inc.

SUBSTITUTE Form W-9

Department of the Treasury Internal Revenue Service

Payor's Request for Taxpayer Identification Number ("TIN")

Part I Taxpayer Identification Number For all accounts, enter your taxpayer identification number on the appropriate line at right. Certify by signing and dating below. For further instructions, see Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Social Security Number

OR

Employer Identification Number

(If awaiting TIN, write "Applied For")

Name

Business Name

Please check appropriate box: o Individual/Sole Proprietor, o Corporation, o Partnership, o Other Limited Liability Company. Enter the tax classification (D = disregarded entity, C = corporation, P = partnership)

Part II For Payees exempt from backup withholding, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9, check the Exempt box below, and complete the Substitute Form W-9.

Exempt o

Address

City, State, Zip Code

Part III Certification Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
(3) I am a U.S. Person (including a U.S. resident alien).

Certification Instructions You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines).



Signature

Date

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**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU  
WROTE "APPLIED FOR" IN PART I OF THIS SUBSTITUTE FORM W-9**

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**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that, notwithstanding the information I provided in Part III of the Substitute Form W-9 (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), all payments made to me before I provide a properly certified taxpayer identification number will be subject to the applicable percentage of backup withholding tax.

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Signature

Date

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**Note: Failure to complete and return this Substitute Form W-9 may subject you to applicable Federal income tax withholding on any payments made to you. Please review the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9* for additional details.**

## INSTRUCTIONS

### 1. Use of Letter of Transmittal

- (a) This Letter of Transmittal, or a manually signed facsimile thereof, properly completed and duly executed, in either case with the signature(s) guaranteed if required in Instruction 4 below, and all other documents required by the terms of the Offer and this Letter of Transmittal, together with the accompanying certificate or certificates representing the Deposited Shares, must be received by the Depository at the offices specified on the back cover page before the Expiry Time, being 5.00 p.m., Vancouver time, on April 26, 2010, unless the Offer is extended or withdrawn or unless the procedures for guaranteed delivery set out in Instruction 2 below are used.
- (b) The method of delivery of certificates representing Underworld Shares, this Letter of Transmittal and all other required documents is at the option and risk of the person depositing the same, and delivery will be deemed effective only when such documents are actually received. Kinross recommends that all such documents be delivered by hand to the Depository and that a receipt be obtained or, if mailed, that registered mail, with return receipt requested, be used and that proper insurance be obtained.
- (c) Shareholders who wish to accept the Offer and whose Underworld Shares are registered in the name of a nominee should contact their broker, investment dealer, bank, trust company or other nominee for assistance in depositing their Underworld Shares.

### 2. Procedures for Guaranteed Delivery

If a Shareholder wishes to deposit Underworld Shares pursuant to the Offer and either (i) the certificate(s) representing the Underworld Shares is (are) not immediately available or (ii) the Shareholder is not able to deliver the certificate(s) and all other required documents to the Depository at or prior to the Expiry Time, those Underworld Shares may nevertheless be deposited under the Offer provided that all of the following conditions are met:

- (a) the deposit is made only at the principal office of the Depository in Toronto, Ontario by or through an Eligible Institution;
- (b) a Notice of Guaranteed Delivery (printed on green paper) in the form accompanying the Offer and Circular (or a manually signed facsimile thereof), properly completed and duly executed, including a guarantee to deliver by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depository at its principal office in Toronto, Ontario as set out in the Notice of Guaranteed Delivery at or prior to the Expiry Time; and
- (c) the certificate(s) representing the Deposited Shares, in proper form for transfer, together with this properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), relating to such Underworld Shares, with any required signature

guarantees and all other documents required by this Letter of Transmittal, are received by the Depositary at its principal office in Toronto, Ontario as set out in the Notice of Guaranteed Delivery at or prior to 5:00 p.m. (Vancouver time) on the third trading day on the TSX-V after the Expiry Date.

The Notice of Guaranteed Delivery may be delivered by hand, by courier, by mail or transmitted by electronic facsimile to the Depositary at its office in Toronto, Ontario as set out in the Notice of Guaranteed Delivery and must include a guarantee by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery. **Delivery of the Notice of Guaranteed Delivery and this Letter of Transmittal and accompanying share certificate(s) to any office other than such office of the Depositary does not constitute delivery for purposes of satisfying a guaranteed delivery.**

An "**Eligible Institution**" means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agent Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange, Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulator Authority or banks or trust companies in the United States.

### **3. Signatures**

No signature guarantee is required on this Letter of Transmittal if:

- (a) this Letter of Transmittal is signed by the registered holder of Underworld Shares exactly as the name of the registered holder appears on the Underworld Share certificate deposited herewith, and the certificates for Kinross Shares issuable and the cash payable under the Offer, are to be delivered directly to such registered holder, or
- (b) Underworld Shares are deposited for the account of an Eligible Institution.

In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. If a certificate representing Underworld Shares is registered in the name of a person other than the signatory of this Letter of Transmittal or if the certificates for Kinross Shares issuable and the cash payable are to be delivered to a person other than the registered holder, the certificate must be endorsed or accompanied by an appropriate power of attorney, in either case, signed exactly as the name of the registered holder appears on the certificate with the signature on the certificate or power of attorney guaranteed by an Eligible Institution.

### **4. Guarantee of Signatures**

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Deposited Shares or if Deposited Shares not purchased are to be returned to a person other than such registered holder(s) or sent to an address other than the address of the registered holder(s) as shown on the registers of Underworld or if payment is to be issued in the name of a person other than the registered holder(s) of the Deposited Shares, such signature must be guaranteed by an Eligible Institution (except that no guarantee is required if the signature is that of an Eligible Institution).

### **5. Fiduciaries, Representatives and Authorizations**

Where this Letter of Transmittal is executed by a person acting as an executor, administrator, trustee or guardian, or on behalf of a corporation, partnership or association or is executed by any other person acting in a representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. Either Kinross or the Depository, in their sole discretion, may require additional evidence of such person's authority or additional documentation.

### **6. Partial Deposits**

If less than the total number of Underworld Shares evidenced by any certificate submitted is to be deposited, fill in the number of Underworld Shares to be deposited in the appropriate space on this Letter of Transmittal. In such case, new certificate(s) for the number of Underworld Shares not deposited will be sent to the registered holder unless otherwise provided as soon as practicable after the Expiry Time. The total number of Underworld Shares evidenced by all certificates delivered will be deemed to have been deposited unless otherwise indicated.

### **7. Governing Law**

The Offer and agreement resulting from the acceptance of the Offer will be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party to any agreement resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the exclusive

jurisdiction of the courts of the Province of Ontario.

**8. Miscellaneous**

- (a) If the space on this Letter of Transmittal is insufficient to list all certificates for Deposited Shares, additional certificate numbers and number of Deposited Shares may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) If Deposited Shares are registered in different forms (e.g., "**John Doe**" and "**J. Doe**"), a separate Letter of Transmittal should be signed for each different registration.
- (c) No alternative, conditional or contingent deposits will be accepted. All depositing holders of Underworld Shares by execution of this Letter of Transmittal or a facsimile hereof waive any right to receive any notice of the acceptance of Deposited Shares for payment, except as required by applicable law.

- (d) Before completing this Letter of Transmittal, you are urged to read the accompanying Offer and Circular.
- (e) All questions as to the validity, form, eligibility (including timely receipt) and acceptance of any Underworld Shares deposited pursuant to the Offer will be determined by Kinross in its sole discretion. Depositing Shareholders agree that such determination shall be final and binding. Kinross reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the laws of any jurisdiction. Kinross reserves the absolute right to waive any defects or irregularities in the deposit of any Underworld Shares. No deposit of Underworld Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. There shall be no duty or obligation on Kinross or the Depository or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred by any of them for failure to give any such notice. Kinross' interpretation of the terms and conditions of the Offer, the Offer and Circular, this Letter of Transmittal and the Notice of Guaranteed Delivery will be final and binding. Kinross reserves the right to permit the Offer to be accepted in a manner other than that set out herein.
- (f) Under no circumstance will any amount be paid by Kinross or the Depository by reason of any delay in exchanging any Underworld Shares or in making payments in lieu of fractional Kinross Shares to any person on account of Underworld Shares accepted for exchange pursuant to the Offer.
- (g) Additional copies of the Offer and Circular, this Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Depository at its office at the address listed below.

## 9. Lost Certificates

If a share certificate has been lost or destroyed, mutilated or mislaid, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depository. The Depository will forward such letter to Underworld's registrar and transfer agent so that the transfer agent may provide replacement instructions. If a certificate has been lost, destroyed, mutilated or mislaid, please ensure that you provide your telephone number so that the Depository or Underworld's transfer agent may contact you.

## 10. Important Tax Information for U.S. Shareholders

**To ensure compliance with Internal Revenue Service Circular 230, you are hereby notified that any discussion of tax matters set forth in this Letter of Transmittal was written in connection with the promotion or marketing of the transactions or matters addressed herein and was not intended or written to be used, and cannot be used by any person, for the purpose of avoiding tax-related penalties under federal, state, or local tax law. You should seek advice based on your particular circumstances from an independent tax advisor.**

To prevent backup withholding on any payment of cash made to a U.S. Shareholder (or person acting on behalf of a U.S. Shareholder) in lieu of fractional Kinross Shares, you are required, if you are a U.S. Person (as defined below), (i) to notify the Depository of your current U.S. taxpayer identification number, or TIN, (or the TIN of the person on

whose behalf you are acting) by completing the Substitute Form W-9 as described more fully below, or (ii) to otherwise establish a basis for exemption from backup withholding. If you are a U.S. Shareholder that is not a U.S. Person but provides a mailing address in the United States, you may be required to furnish an IRS Form W-8 to avoid backup withholding. You should speak to your tax advisor to obtain this form.

If backup withholding applies, the Depositary is required to withhold 28% of the amount of any payments of cash made in lieu of fractional Kinross Shares pursuant to the Offer. Backup withholding is not an additional tax. Amounts withheld are creditable against the U.S. Shareholder's regular United States federal income tax liability, and any amount overwithheld generally will be refundable to the U.S. Shareholder if the U.S. Shareholder properly files a United States federal income tax return.

Certain U.S. Shareholders are exempt from backup withholding. If you are an exempt U.S. Shareholder, you should furnish your TIN, check the "Exempt" box in Part II of the Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the Depositary.

**Each U.S. Shareholder is urged to consult his or her own tax advisor to determine whether such U.S. Shareholder is required to furnish Substitute Form W-9, is exempt from backup withholding and information reporting, or is required to furnish an IRS Form W-8.**

You are a U.S. person ("**U.S. Person**"), if you are, for U.S. federal income tax purposes, (1) an individual citizen or a resident of the United States (including a U.S. resident alien), (2) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or any state thereof (including the District of Columbia), (3) an estate whose income is subject to U.S. federal income tax regardless of its source, or (4) a trust if a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. Persons are authorized to control all substantial decisions of the trust or certain other electing trusts.

Each tendering U.S. Person that is not exempt from backup withholding is required to provide the Depository with a correct TIN and with certain other information on Substitute Form W-9, which is attached above, and to certify that the TIN provided is correct (or that such U.S. Person is awaiting a TIN) and that the U.S. Person is not subject to backup withholding.

The TIN is generally the U.S. Person's U.S. Social Security number or the U.S. federal employer identification number. The U.S. Person is required to furnish the TIN of the registered holder of the Underworld Shares. The enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" explain the proper certification to use if the Underworld Shares are registered in more than one name or are not registered in the name of the actual owner. The U.S. Shareholder may write "Applied For" on the Substitute Form W-9 if the tendering U.S. Person has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the U.S. Shareholder writes "Applied For" on the TIN line of the Substitute Form W-9 and the Depository is not provided with a TIN by the time of payment, the Depository will backup withhold a portion of such payments. Certain U.S. Persons are not subject to these backup withholding and reporting requirements. **See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.**

Failure to provide the required information on the Substitute Form W-9 may subject the tendering U.S. Person to a penalty imposed by the Internal Revenue Service and backup withholding at the rate of 28% on any payment of cash made in lieu of a fractional Kinross Share pursuant to the Offer. More serious penalties may be imposed for providing false information which, if wilfully done, may result in fines and/or imprisonment.

Shareholders that are not U.S. Persons but provide a mailing address in the United States may be required to file an IRS Form W-8BEN or other appropriate IRS Form W-8. You should speak to your tax advisor to obtain this form. A failure to properly complete and furnish the appropriate IRS Form W-8 may result in backup withholding.

## **11. Solicitation**

Identify the information agent, investment dealer or broker, if any, who solicited acceptance of the Offer by completing the appropriate box on this Letter of Transmittal. If this deposit represents more than one beneficial holder, all beneficial holder information must be provided on a list that must accompany the deposit or on a diskette that must be forward to the place of deposit.

## **12. Assistance**

THE DEPOSITARY (SEE BACK COVER PAGE FOR ITS ADDRESS AND TELEPHONE NUMBER) OR YOUR INVESTMENT DEALER, STOCKBROKER, TRUST COMPANY MANAGER, BANK MANAGER, LAWYER OR OTHER PROFESSIONAL ADVISOR WILL BE ABLE TO ASSIST YOU IN COMPLETING THIS LETTER OF TRANSMITTAL.



**THIS LETTER OF TRANSMITTAL OR A MANUALLY SIGNED FACSIMILE (TOGETHER WITH CERTIFICATES FOR DEPOSITED SHARES AND ALL OTHER REQUIRED DOCUMENTS) OR THE NOTICE OF GUARANTEED DELIVERY OR A MANUALLY SIGNED FACSIMILE THEREOF MUST BE RECEIVED BY THE DEPOSITARY AT OR PRIOR TO THE EXPIRY TIME.**

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**Guidelines for Determining the Proper Identification Number to Give the**

**Payer** Social Security numbers ("SSNs") have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers ("EINs") have nine digits separated by only one hyphen: i.e., 00-0000000. All "section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

**Specific Instructions**

**Name.** If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited Liability Company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.)

**Exempt From Backup Withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt" box in Part II, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, and
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

1. A corporation,
2. A foreign central bank of issue,
3. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
4. A futures commission merchant registered with the Commodity Futures Trading Commission,
5. A real estate investment trust,
6. An entity registered at all times during the tax year under the Investment Company Act of 1940,
7. A common trust fund operated by a bank under section 584(a), and
8. A financial institution.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it on the Social Security number line. If you do not have an ITIN, see **How to get a TIN below**.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), enter your SSN (or EIN, if you have one). If the owner of a disregarded LLC is classified as a corporation or a partnership, enter the owner's EIN.

**Note:** See the chart on the next page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You may get Forms W-7 and SS-4 from the IRS by calling 1-800-TAXFORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part III Certification

To establish to the withholding agent that you are a U.S. Person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1 and 4 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2.

**Interest, dividend, broker, and barter exchange accounts opened after 1983.** and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3.

**Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4.

**Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal non tax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**What Name and Number To Give the Requestor**

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<b>For this type of account:</b>	<b>Give name and SSN or EIN of:</b>
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>(1)</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>(2)</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>(1)</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>(1)</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>(3)</sup>
6. Disregarded entity not owned by an individual	The owner <sup>(3)</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>(4)</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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1. List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2. Circle the minor's name and furnish the minor's SSN

3. You must show your individual name, but you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the IRS encourages you to use your SSN.

4. List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Penalties**

1. **Penalty for Failure to Furnish Taxpayer Identification Number.** If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to wilful neglect.

2. **Civil Penalty for False Information With Respect to Withholding.** If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

3. **Criminal Penalty for Falsifying Information.** Falsifying certificates or affirmations may subject you to criminal penalties including fines and/or imprisonment.

*The Depository for the Offer is:*

*By Mail*

The Exchange Tower  
130 King Street West, Suite 2950,  
P.O. Box 361  
Toronto, Ontario  
M5X 1E2

*By Registered, by Hand or by Courier*

The Exchange Tower  
130 King Street West, Suite 2950,  
Toronto, Ontario  
M5X 1E2

North American Toll Free Phone:

**1-866-581-1513**

E-mail: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272

**Any questions and requests for assistance or additional copies of the Offer and Circular, as varied from time to time, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed by Shareholders to the Depository at the addresses set out above. You may also contact your broker, investment dealer, bank, trust company or other nominee for assistance concerning the Offer.**

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*Your broker or other financial advisor can assist you in completing this Notice of Guaranteed Delivery.*

**THIS IS NOT A LETTER OF TRANSMITTAL**

## **NOTICE OF GUARANTEED DELIVERY**

**FOR DEPOSIT OF COMMON SHARES**

**UNDERWORLD RESOURCES INC.**

**Pursuant to the Offer dated March 19, 2010 made by**

**KINROSS GOLD CORPORATION**

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**THE OFFER WILL BE OPEN FOR ACCEPTANCE UNTIL 5:00 P.M.,  
VANCOUVER TIME,  
ON APRIL 26, 2010 UNLESS THE OFFER IS EXTENDED OR WITHDRAWN.**

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This Notice of Guaranteed Delivery must be used to accept the offer (the "**Offer**") set forth in the Offer to Purchase dated March 19, 2010 (the "**Offer to Purchase**") made by Kinross Gold Corporation ("**Kinross**") for share certificates representing common shares (the "**Underworld Shares**") of Underworld Resources Inc. ("**Underworld**") only if certificates representing the Underworld Shares to be deposited are not immediately available or if the holder of Underworld Shares (each, a "**Shareholder**") is not able to deliver the certificates and all other required documents to Kingsdale Shareholder Services Inc. (the "**Depository**") at or prior to the Expiry Time. This Notice of Guaranteed Delivery may be delivered by hand, by courier, by mail or transmitted by facsimile to the Depository at its principal office in Toronto, Ontario at the address or facsimile number, as applicable, set out below.

The terms and conditions of the Offer are incorporated by reference in this Notice of Guaranteed Delivery. Capitalized terms used but not defined in this Notice of Guaranteed Delivery which are defined in the Offer to Purchase and accompanying Circular dated March 19, 2010 (together, the "**Offer and Circular**") shall have the meanings given to them in the Offer and Circular.

As set forth in Section 5 of the Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery", if a Shareholder wishes to accept the Offer and either (i) the certificates representing such Shareholder's Underworld Shares are not immediately available or (ii) such Shareholder cannot deliver the certificates and Letter of Transmittal to the Depository by the Expiry Time, those Underworld Shares may nevertheless be deposited under the Offer, provided that all of the following conditions are met:

- (a) such deposit is made only at the principal office of the Depository in Toronto, Ontario by or through an Eligible Institution;
- (b) this Notice of Guaranteed Delivery (or a manually signed facsimile hereof), properly completed and duly executed, including a guarantee to deliver by an Eligible Institution in the form specified below, is received by the Depository at its principal office in Toronto, Ontario as set out below, at or prior to the Expiry Time; and
- (c)

the certificate(s) representing the Deposited Shares in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal in the form accompanying the Offer and Circular (or a manually signed facsimile thereof), relating to such Underworld Shares, with signatures guaranteed if so required in accordance with the Letter of Transmittal, and all other documents required by the Letter of Transmittal, are received by the Depositary by 5:00 p.m. (Vancouver time) on the third trading day on the TSX-V after the Expiry Date.

An "**Eligible Institution**" means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agent Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange, Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Regulatory Authority or banks or trust companies in the United States.

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The undersigned understands and acknowledges that under no circumstances will interest accrue or be paid by Kinross or the Depositary to persons depositing Underworld Shares on the purchase price of Underworld Shares purchased by Kinross, regardless of any delay in making such payment, and that the consideration for Underworld Shares tendered pursuant to the guaranteed delivery procedures will be the same as that for Underworld Shares delivered to the Depositary before the Expiry Time, even if Underworld Shares to be delivered pursuant to the guaranteed delivery procedures are not so delivered to the Depositary, and therefore payment by the Depositary on account of such Underworld Shares is not made, until after the take up and payment for Underworld Shares under the Offer.

Each authority herein conferred or agreed to be conferred is irrevocable and may be exercised during any subsequent legal incapacity of the undersigned and shall, to the extent permitted by law, survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

**TO: KINROSS GOLD CORPORATION**

**AND KINGSDALE SHAREHOLDER SERVICES INC., AS DEPOSITARY  
TO:**

**DO NOT SEND CERTIFICATES FOR UNDERWORLD SHARES WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES FOR UNDERWORLD SHARES MUST BE SENT WITH YOUR LETTER OF TRANSMITTAL.**

**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO ANY OFFICE OTHER THAN THE TORONTO OFFICE OF THE DEPOSITARY AS SET FORTH BELOW OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN THE NUMBER SET FORTH BELOW DOES NOT CONSTITUTE DELIVERY FOR PURPOSES OF SATISFYING A GUARANTEED DELIVERY.**

**THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES ON THE LETTER OF TRANSMITTAL. IF A SIGNATURE ON THE LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION, SUCH SIGNATURE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX IN THE LETTER OF TRANSMITTAL.**

The undersigned hereby deposits with Kinross, upon the terms and subject to the conditions set forth in the Offer and in the related Letter of Transmittal, receipt of which is hereby acknowledged, Underworld Shares listed below pursuant to the guaranteed delivery procedure set forth in Section 5 of the Offer to Purchase, "Manner of Acceptance Procedure for Guaranteed Delivery".

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Certificate Number(s) (if available)	Name and Address of Registered Shareholder (please print)	Number of Underworld Shares Represented by Certificate	Number of Underworld Shares Deposited

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TOTAL \_\_\_\_\_

*(Please print or type. If space is insufficient, please attach a list to this Notice of Guaranteed Delivery in the above form.)*

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(Daytime Area Code and Telephone Numbers)

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(Signature of Shareholder)

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(Date)

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(Please Print Name of Shareholder)

2

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**GUARANTEE OF DELIVERY**  
**(Not to be used for signature of guarantee)**

The undersigned, an Eligible Institution, guarantees delivery to the Depository at its address in Toronto, Ontario set forth herein of the certificate(s) representing Underworld Shares deposited hereby, in proper form for transfer together with a properly completed and duly signed Letter of Transmittal (or a manually signed facsimile thereof), relating to such Underworld Shares, with signatures guaranteed if so required in accordance with the Letter of Transmittal, and all other documents required by such Letter of Transmittal, are received at the Toronto, Ontario office of the Depository by 5:00 p.m. (Vancouver time) on the third trading day on the TSX-V after the Expiry Date.

Name of Firm	Authorized Signature
Address of Firm	Name (please print)
	Title
Zip Code/Postal Code	Date
Area Code and Telephone Number	

*The Depository for the Offer is:*

*By Mail*

The Exchange Tower  
130 King Street West, Suite 2950,  
P.O. Box 361  
Toronto, Ontario  
M5X 1E2

*By Registered, by Hand or by Courier*

The Exchange Tower  
130 King Street West, Suite 2950,  
Toronto, Ontario  
M5X 1E2

North American Toll Free Phone:

**1-866-581-1513**

E-mail: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272

**Any questions and requests for assistance or additional copies of the Offer and Circular, as varied from time to time, the Letter of Transmittal and this Notice of Guaranteed Delivery may be directed by Shareholders to the Depository at the addresses set out above. You may also contact your broker, investment dealer, bank, trust company or other nominee for assistance concerning the Offer.**

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## PART II

### INFORMATION NOT REQUIRED TO BE DELIVERED TO OFFEREES OR PURCHASERS

#### Indemnification of Directors and Officers

Section 136 of the Business Corporations Act (Ontario) (the "OBCA") provides that a corporation may indemnify a director or officer of the corporation, a former director or officer of the corporation or a person who acts or acted at the corporation's request as a director or officer or an individual acting in a similar capacity, of another entity, (collectively, the "Indemnified Party"), against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the Indemnified Party in respect of any civil, criminal, administrative, investigative or other proceeding (collectively, the "Action") in which the individual is involved because of that association with the corporation or other entity, if:

- (a) he or she acted honestly and in good faith with a view to the best interests of the corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.

Section 136 of the OBCA also provides that a corporation may, with the approval of the court, indemnify an Indemnified Party in respect of an action by or on behalf of the corporation or other entity to obtain a judgment in its favor (a "Derivative Action"), to which the individual is made a party because of the individual's association with the corporation or other entity, against all costs, charges and expenses reasonably incurred by the individual in connection with such Derivative Action if the individual fulfills the conditions set forth in clauses (a) and (b) of the paragraph above.

If an Indemnified Party is substantially successful on the merits in his or her defense of an Action or Derivative Action and fulfills the conditions set forth previously, the Indemnified Party is entitled to indemnification from the corporation in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defense of such Action or Derivative Action to which the individual has been made party because of the individual's association with the corporation or other entity.

The Bylaws of the Registrant provide that an Indemnified Party shall at all times be indemnified by the Registrant in every circumstance where the OBCA so permits or requires. The Bylaws further provide that, subject to limitations in the OBCA regarding indemnities in respect of Derivative Actions, every person who at any time is or has been a director or officer, or in a similar capacity, of the Registrant or properly incurs or has properly incurred any liability on behalf of the Registrant or who at any time acts or has acted at the Registrant's request (in respect of the Registrant or any other entity), and his or her heirs and legal representatives, shall at all times be indemnified by the Registrant against all costs, charges and expenses, including an amount paid to settle an action or satisfy a fine or judgment, reasonably incurred by him or her in respect of or in connection with any civil, criminal or administrative action, proceeding or investigation (apprehended, threatened, pending, under way or contemplated) to which he or she is or may be made a party or in which he or she is or may become otherwise involved by reason of being or having been such a director or officer or by reason of so incurring or having so incurred such liability or by reason of so acting or having so acted (or by reason of anything alleged to have been done, omitted or acquiesced in by him or her in any such capacity or otherwise in respect of any of the foregoing), and has exhausted all appeals therefrom, if:

- (a) he or she acted honestly and in good faith with a view to the best interest of the Registrant (or, if applicable, in the best interest of the other entity for which the individual acted as a director, officer or in a similar capacity at the Registrant's request); and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing his or her conduct was lawful.

The Bylaws further provide that the above described indemnification provisions shall not affect any other right to indemnification to which any person may be or become entitled by contract or otherwise, and no settlement or plea of guilty in any action or proceeding shall alone constitute evidence that a person did not meet a condition set out in clause (a) or (b) above or any corresponding condition in the OBCA. The Bylaws also provide that the persons described above shall not be liable for any damage, loss, cost or liability sustained

II-1

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or incurred by the Registrant, except where so required by the OBCA, if such person acted honestly and in good faith with a view to the best interest of the Registrant (or of the entity for which the individual acted as a director, officer or in a similar capacity at the Registrant's request).

The Registrant has a policy of insurance for its directors and officers and those of its subsidiaries. The limit of liability applicable to all insured directors and officers under the current policies, which will expire on February 15, 2011, is US\$100 million in the aggregate, inclusive of defense costs. Under the policies, the Registrant has reimbursement coverage to the extent that it has indemnified the directors and officers in excess of a deductible of US\$5 million for each loss for securities claims and US\$1 million for each loss for non-securities claims. The total premium charged to the Registrant in respect of coverage for 2010 is US\$1,309,034, for 2009 was US\$1,338,300 and for 2008 was US\$1,359,500, no part of which is or was payable by the directors or officers of the Registrant.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the U.S. Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

## EXHIBITS

The following exhibits have been filed as part of this registration statement.

<b>Exhibit Number</b>	<b>Description</b>
1.1	Press release dated March 11, 2010 relating to Kinross Gold Corporation's ("Kinross") intention to make an offer for all outstanding common shares of Underworld (incorporated by reference to Kinross' filing pursuant to Rule 425 (Commission File No. 132-02708))
2.1	Letter Agreement dated March 11, 2010 by and between Kinross and Underworld
2.2	Support Agreement dated March 15, 2010 by and between Kinross and Underworld
2.3	Form of Lock-Up Agreement by and between Kinross and Darryl Cardey, Janice Davies, Marcel H. de Groot, Adrian Fleming, Christopher Herald, Robert McLeod, Cale Moodie, Jeffrey Sundar and Michael Williams
3.1	Annual information form of Kinross dated March 31, 2009 for the year ended December 31, 2008 (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 40-F (Commission File No. 0-10321) filed by Kinross on March 31, 2009)
3.2	Annual audited consolidated financial statements of Kinross for the year ended December 31, 2009, including consolidated balance sheets as at December 31, 2009 and December 31, 2008 and the consolidated statements of operations, cash flows, common shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2009 and related notes, together with the auditors' report thereon, contained therein (incorporated by reference to

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Exhibit 99.2 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on February 18, 2010)

- 3.3 Management's discussion and analysis of Kinross for the annual audited consolidated financial statements for the year ended December 31, 2009 (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on February 18, 2010)
- 3.4 Management information circular dated March 31, 2009, in connection with the annual and special meeting of shareholders held on May 6, 2009 (incorporated by reference to Exhibit 99.2 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on April 9, 2009)

II-2

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<b>Exhibit Number</b>	<b>Description</b>
3.5	Material change report dated February 9, 2009 announcing the completion of a bought deal public offering of Kinross Shares (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on February 11, 2009)
3.6	Material change report dated March 3, 2009 announcing that Kinross had entered into a new shareholder rights plan (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on March 3, 2009)
3.7	Material change report dated March 30, 2009 announcing that Kinross had entered into a subscription agreement with Harry Winston Diamond Corporation in relation to an investment in the Diavik Diamond Mine in Canada's Northwest Territories (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on March 30, 2009)
3.8	Material change report dated November 3, 2009 announcing an update on the expansion of the Paracatu project and a revised 2009 production outlook (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on November 4, 2009)
3.9	Material change report dated November 11, 2009 announcing that Kinross had received authorization to recommence advanced exploration at the Fruta Del Norte gold project in Ecuador (incorporated by reference to Exhibit 99.2 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on November 12, 2009)
3.10	Press release dated January 28, 2010 announcing Kinross' mineral reserve and resource statement as at December 31, 2009 (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on January 29, 2010)
3.11	Material change report dated February 24, 2010 announcing that Kinross had entered into an agreement with Barrick to sell one-half of its 50% interest in the Cerro Casale project in Chile to Barrick (incorporated by reference to Exhibit 99.1 to Kinross' report on Form 6-K (Commission File No. 001-13382) filed by Kinross on February 26, 2010)
4.1	Consent of Osler, Hoskin & Harcourt LLP
4.2	Consent of KPMG LLP
4.3	Consent of Robert Henderson
5.1	Powers of attorney (included on signature page)
99.1	"Reconciliation to Generally Accepted Accounting Principles in the United States" and the report of the independent registered public accounting firm of Kinross thereon relating to the annual audited consolidated financial statements of Kinross for the year ended December 31, 2009, including consolidated balance sheets as at December 31, 2009 and December 31, 2008 and the consolidated statements of operations, cash flows, common shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2009 and related notes (incorporated by reference to Exhibit 99.3 to Kinross' report on Form 6-K (Commission File



**PART III**

**UNDERTAKINGS AND CONSENT TO SERVICE OF PROCESS**

**Item 1. Undertakings**

The Registrant undertakes to make available, in person or by telephone, representatives to respond to inquiries made by the Commission staff, and to furnish promptly, when requested to do so by the Commission staff, information relating to the securities registered pursuant to Form F-8 or to transactions in said securities.

The Registrant further undertakes to disclose in the United States, on the same basis as it is required to make such disclosure pursuant to any applicable Canadian federal and/or provincial or territorial law, regulation or policy, information regarding purchases of the Registrant's securities or of the subject issuer's securities during the exchange offer. Such information shall be set forth in amendments to this Form F-8.

**Item 2. Consent to Service of Process**

Concurrently with the filing of this Form F-8, the Registrant will file with the Commission a written irrevocable consent and power of attorney on Form F-X.

Any change to the name or address of the agent for service of the Registrant shall be communicated promptly to the Commission by amendment to Form F-X referencing the file number of the relevant registration statement.

III-1

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**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Toronto, Province of Ontario, Country of Canada, on March 19, 2010.

**KINROSS GOLD CORPORATION**

By:           /s/ TYE W. BURT          

Name: Tye W. Burt  
 Title: President and  
 Chief Executive  
 Officer

**POWERS OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints each of Tye W. Burt and Thomas M. Boehlert his or her true and lawful attorney-in-fact and agent, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities (unless revoked in writing) to sign the registration statement on Form F-8 to which this power of attorney is attached for purposes of registering the securities of Kinross, and any and all amendments thereto (including post-effective amendments thereto), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting to such attorney-in-fact and agent, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as full to all intents and purposes as he lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities indicated, on the 19th day of March, 2010.

<u>          /s/ TYE W. BURT          </u>  Tye W. Burt	President and Chief Executive Officer and Director (Principal Executive Officer)
<u>          /s/ THOMAS M. BOEHLERT          </u>  Thomas M. Boehlert	Executive Vice-President and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>          /s/ JOHN A. BROUGH          </u>  John A. Brough	Director
<u>          /s/ JOHN K. CARRINGTON          </u>  John K. Carrington	Director
<u>          /s/ JOHN M.H. HUXLEY          </u>  John M.H. Huxley	Director

/s/ JOHN A. KEYES

Director

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John A. Keyes

Director

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Catherine McLeod-Seltzer

Director

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George F. Michals

Director

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John E. Oliver

Director

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Terence C.W. Reid

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**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of Section 6(a) of the Securities Act, the undersigned has signed this Registration Statement, solely in the capacity of the duly authorized representative of Kinross Gold Corporation, on March 19, 2010.

**PARR BROWN GEE &  
LOVELESS,  
A PROFESSIONAL  
CORPORATION**

By: /s/ SCOTT W.  
LOVELESS

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Name: Scott W.  
Loveless  
Title: Vice-President

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