# <u>VOTING SUPPORT AGREEMENT</u>

**THIS AGREEMENT** is made as of June 17, 2018

**BETWEEN:**

**PURNI PARIKH**, an individual resident in Burnaby, British Columbia ("**Parikh**")

- and -

**LIONS GATE CAPITAL CORPORATION**, a corporation existing under the laws of British Columbia ("**Lions Gate**")

- and –

**1168189 BC LTD**, a corporation existing under the laws of British Columbia ("**116**" and together with Parikh, the "**Shareholders**")

- and –

**SOUTH32 LIMITED**, a corporation existing under the laws of Australia with its head office in Perth, Western Australia (the "**Purchaser**")

- and -

**SOUTH32 NORTH AMERICA PROJECTS ULC**, an unlimited liability company existing under the laws of British Columbia, with its registered and records office in Vancouver, British Columbia ("**Acquireco**")

**WHEREAS** the Shareholders collectively are the beneficial owners of an aggregate of 8,184,093 Company Shares, 1,450,000 Company Options and 150,000 Company Warrants (the "**Subject Securities**") in the issued and outstanding share capital of Arizona Mining Inc. (the "**Company**"), as further described in Schedule A attached hereto;

**AND WHEREAS** Acquireco, the Purchaser and the Company have entered into an arrangement agreement (the "**Arrangement Agreement**") concurrently with the entering into of this voting support agreement (the "Agreement");

**AND WHEREAS** the Arrangement Agreement provides for Acquireco to acquire all of the issued and outstanding shares of the Company (the "**Common Shares**") pursuant to a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia) (the "**Arrangement**");

**AND WHEREAS** Acquireco and the Purchaser have requested that the Shareholders enter into this Agreement, and the Shareholders are willing to do so, subject to the terms and conditions hereof;

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

## ARTICLE 2
## THE TRANSACTION

### 2.1 Covenant to Complete the Transaction

The Purchaser agrees that the Arrangement will be implemented in accordance with the terms and subject to the conditions contained in the Arrangement Agreement and the Plan of Arrangement.

### 2.2 Amendments to Arrangement Agreement

Acquireco and the Purchaser may modify or waive any term or condition of or amend or supplement the Arrangement Agreement in such manner as Acquireco and the Purchaser consider necessary or desirable, provided that Acquireco and the Purchaser shall not, without the prior consent of the Shareholders: (a) impose additional conditions to completion of the Arrangement; or (b) change the amount or form of consideration payable pursuant to the Arrangement (other than to increase the total cash consideration per Common Share and/or to add additional consideration).

## ARTICLE 3
## COVENANTS OF THE SHAREHOLDERS

### 3.1 General

The Shareholders hereby covenant and agree in favour of Acquireco and the Purchaser that, from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with Article 6:

(a) at the Company Meeting (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Shareholders form part) or at any adjournment thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement Resolution is sought, the Shareholders shall cause their Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) their Subject Securities and any other Common Shares of the Company which they may then beneficially own (i) in favour of the approval of the Arrangement Resolution, and (ii) in favour of any other matter necessary for the consummation of transactions contemplated by the Arrangement Agreement;

(b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Shareholders form part) or at any adjournment thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of the Company is sought (including by written consent in lieu of a meeting), the Shareholders shall cause their Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) their Subject Securities and any other Common Shares of the Company which they may then beneficially own against any (i) Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement, or (ii) action or agreement (including, without limitation, any amendment of any agreement) that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Shareholders in this Agreement;

(c) as promptly as practicable following the mailing of the Company Circular and in any event no later than ten Business Days prior to the date of the Company Meeting, the Shareholders shall deliver or cause to be delivered to the Company, with a copy to Acquireco and the Purchaser concurrently, a duly executed proxy or proxies directing those individuals as may be designated by Acquireco to vote (i) in favour of the approval of the Arrangement Resolution, and (ii) in favour of any other matter necessary for the consummation of transactions contemplated by the Arrangement Agreement, and each such proxy or proxies shall not be revoked without the written consent of Acquireco and the Purchaser unless this Agreement is terminated in accordance with Article 6 prior to the exercise of such proxy;

(d) the Shareholders shall not, directly or indirectly, or, if applicable, through any officer, director, employee, representative or agent of the Shareholders or affiliates of the Shareholders:

   (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

   (ii) enter into, engage in, continue or otherwise participate in any discussions or negotiations with any Person (other than the Purchaser and its Subsidiaries or affiliates) in respect of any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to an Acquisition Proposal;

   (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, any publicly announced Acquisition Proposal;

(iv) tender or cause to be tendered any of their Subject Securities to any Acquisition Proposal;

(v) withdraw support, or propose publicly to withdraw support, from the transactions contemplated by the Arrangement Agreement;

(vi) make any public comments or statements, written or verbal, which are inconsistent with the obligations of the Shareholders under this Agreement;

(vii) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking relating to any Acquisition Proposal; and

(viii) join in the requisition of any meeting of the securityholders of the Company for the purpose of considering any resolution related to any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement.

(e) the Shareholders shall, and shall cause their affiliates and representatives to, immediately cease any existing solicitation, encouragement, discussions, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser and its Subsidiaries or affiliates) conducted by the Shareholders or, if applicable, any of the officers, directors, employees, representatives, agents or affiliates of the Shareholders with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(f) the Shareholders shall promptly notify Acquireco and the Purchaser, at first orally and then in writing, of any Acquisition Proposal received after the date hereof by the Shareholders or any inquiry, proposal or offer made by a third party to the Shareholders regarding a potential Acquisition Proposal, whether received by the Shareholders directly or through any officer, director, employee, representative or agent of the Shareholders or affiliates of the Shareholders. Such notice shall include the identity of the third party making such Acquisition Proposal, inquiry, proposal or offer and the material terms and conditions thereof. The Shareholders shall keep the Purchaser fully informed on a current basis of the status of material developments and material discussions and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments thereto;

(g) the Shareholders shall not directly or indirectly, without the prior written consent of the Purchaser and Acquireco (such consent not to be unreasonably withheld or delayed): (i) sell, transfer, gift, assign, grant a participation interest in, option, pledge, hypothecate, grant a security or voting interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to the

Transfer of any of their Subject Securities to any person, other than (A) pursuant to the Arrangement Agreement, (B) to another Shareholder party to this Agreement, or (C) to a Person controlled by a Shareholder who, concurrently with such Transfer, executes an Agreement in favour of the Purchaser and Acquireco in the same form as this Agreement and the Shareholder covenants to cause such Person to so execute an Agreement in the same form as this Agreement, provided that the Shareholders shall provide reasonable notice to Purchaser or Acquireco in advance of any transfers in (B) or (C), above, and shall not make any such contemplated transfer if the Purchaser or Acquireco reasonably determines that such transfer would or could have the effect of materially reducing or eliminating the amount of the tax cost "bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act otherwise available to Acquireco or its successors or assigns in respect of non-depreciable capital property owned by the Company on the Effective Date, (ii) grant any proxies or power of attorney, deposit any of their Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to their Subject Securities, other than pursuant to this Agreement or (iii) agree to take any of the actions described in the foregoing clauses (i) and (ii);

(h) the Shareholders shall not exercise any rights of appraisal or rights of dissent provided under any applicable Laws or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement considered at the Company Meeting in connection therewith;

(i) the Shareholders shall promptly notify Acquireco and the Purchaser of the amount of any equity or debt securities of the Company acquired by the Shareholders, to the extent they are permitted to do so, after the date hereof. Any such securities or other interests shall be subject to the terms of this Agreement as though owned by the Shareholders on the date hereof and shall be included in the definition of "Subject Securities"; and

(j) as evidence of the current intention of each Shareholder not to acquire or cause the acquisition of any Prohibited Securities (as defined in Section 5.1(j)) as represented and warranted in Section 5.1(j), from the date hereof until the date that is three years following the Effective Date, each Shareholder shall not, and shall cause any Person with whom any Shareholder does not deal at arm's length, or any corporation of which any Shareholder or any Person with whom any Shareholder does not deal at arm's length or is a "specified shareholder" (as defined in paragraph 88(1)(c.2) of the Tax Act) not to, purchase or otherwise acquire, directly or indirectly, any Prohibited Securities.

### 3.2 Area of Interest

For a period of three (3) years from the Effective Date, none of the Shareholders or their respective affiliates (including any person or entity directly or indirectly through one or more intermediaries controlling a Shareholder or controlled by or under common control with a Shareholder) shall acquire, either directly or indirectly, any interest in any lands or mineral rights, within the area that is within five (5) miles of the outermost external boundaries of the Hermosa Project as of the date of this Agreement (such property being hereinafter referred to as the "**Property**"), as such Property is constituted on the date of this Agreement and reflected in Schedule B hereto, (such five (5) mile boundary being hereinafter referred to as the "Area of Interest"). In addition, the Shareholders agree that neither they nor any of their affiliates shall take any action whatsoever which could be deemed to be an attempt to subvert or impair any interest the Purchaser, Acquireco, the Company or any of their affiliates may have in the Property including but not necessarily limited to acts contesting the validity of the Company's or any of its affiliates' interest, or cooperating or conspiring with any other party with a purported competing interest in the Property or any other lands or mineral rights within the Area of Interest, or attempting to acquire by option, purchase or otherwise any interest in the Property or any other lands or mineral rights within the Area of Interest.

### 3.3 Breach

The Shareholders shall promptly advise Acquireco and the Purchaser, at first orally and then in writing, of any development that causes, or that would reasonably be expected to cause, a breach by the Shareholders or their affiliates of any representation, warranty, covenant or agreement contained in this Agreement.

## ARTICLE 4
## NO RESTRICTIONS ON FIDUCIARY DUTIES AS DIRECTOR OR OFFICER OF THE CORPORATION

Notwithstanding any provision of this Agreement to the contrary but subject to the terms and conditions of the Arrangement Agreement, Acquireco and the Purchaser acknowledge that the Shareholders are entering into this Agreement solely in their capacities as holders of the Subject Securities and any officer or director of the Shareholders that is also an officer or director of the Company shall not be restricted in the exercise of his or her fiduciary duties solely as a director or officer of the Company.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES

### 5.1 Representations and Warranties of the Shareholders

Each of the Shareholders represents and warrants to Acquireco and the Purchaser as follows, and acknowledges that Acquireco and the Purchaser are relying upon such representations and warranties in entering into this Agreement:

(a) **Capacity.** The Shareholder has the power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Authorization.** If applicable, the execution, delivery and performance of this Agreement by the Shareholder has been duly authorized by its board of directors or other authorized decision-making body and no other internal approvals or proceedings on its part are necessary to authorize this Agreement.

(c) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder and constitutes its legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(d) **Ownership of Shares.** The Shareholder is the sole beneficial owner of the Subject Securities identified beside its name in Schedule A attached hereto.

(e) **Exercise of control or direction.** Other than the Subject Securities, the Shareholder does not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities of the Company.

(f) **No Breach.** Neither the execution and delivery of this Agreement by the Shareholder, nor the compliance by the Shareholder with any of the provisions hereof will:

(i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any term or provision of any constating or governing documents, by-laws or resolutions of the Shareholder, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Shareholder is a party or by which the Shareholder or any of its properties or assets (including the Subject Securities) may be bound;

(ii) require on the part of the Shareholder any filing with (other than pursuant to the requirements of applicable securities legislation, which filings the Shareholder will undertake) or permit, authorization, consent or approval of, any Governmental Entity or any other Person; or

(iii) subject to compliance with any approval contemplated by the Arrangement Agreement and Laws, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Shareholder or any of its properties or assets.

(g) **Legal Proceedings.** There are no legal proceedings in progress or pending before any Governmental Entity, or, to the knowledge of the Shareholder, threatened against the Shareholder or any judgment, decree or order against the Shareholder that would adversely affect in any manner its ability to enter into this Agreement and to perform its obligations hereunder.

(h) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to the Arrangement Agreement.

(i) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Securities set out next to its name in Schedule

A and as contemplated herein. Other than this Agreement, none of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement, arrangement or understanding with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

(j) **Acquisition of Prohibited Securities.** The Shareholder hereby declares that it has no current intention to:

(i) purchase or otherwise acquire; or

(ii) cause any Person with whom any Shareholder does not deal at arm's length, or any corporation of which any Shareholder or any Person with whom any Shareholder does not deal at arm's length is a "specified shareholder" (as defined in paragraph 88(1)(c.2) of the Tax Act), to purchase or otherwise acquire,

either directly or indirectly, any shares, options, warrants, debt instruments or other securities of the Purchaser or any of its affiliates, or any securities convertible or exchangeable into any such securities or that derive more than 10% of their fair market value, directly or indirectly, from any such securities (collectively, "**Prohibited Securities**").

(k) **Ownership of Prohibited Securities.** None of (i) the Shareholder, (ii) any Person with whom any Shareholder does not deal at arm's length, or (iii) any corporation of which any Shareholder or any Person with whom any Shareholder does not deal at arm's length is a "specified shareholder" (as defined in paragraph 88(1)(c.2) of the Tax Act) owns any Prohibited Securities as of the date of this Agreement.

**5.2 Representations and Warranties of Acquireco and the Purchaser**

Acquireco and the Purchaser hereby represent and warrant to the Shareholders as follows, and acknowledge that the Shareholders are relying upon such representations and warranties in entering into this Agreement that:

(a) **Capacity.** Acquireco and the Purchaser have the requisite corporate power and capacity to execute and deliver this Agreement and the Arrangement Agreement and to perform their respective obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement and the Arrangement Agreement by Acquireco and the Purchaser have been duly authorized by their respective board of directors and no other internal proceedings on their part are necessary to authorize this Agreement and the Arrangement Agreement.

(c) **Enforceable.** Each of this Agreement and the Arrangement Agreement has been duly executed and delivered by Acquireco and the Purchaser and constitutes their legal, valid and binding obligations, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(d) **No Breach.** Neither the execution and delivery of this Agreement or the Arrangement Agreement by Acquireco or the Purchaser nor the compliance by them with any of the provisions hereof or thereof will result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under any provision of:

(i) their respective articles or by-laws (or other constating documents); or

(ii) any resolution of their respective board of directors (or any committee thereof) or of their respective shareholders.

## ARTICLE 6
## TERMINATION

### 6.1 Automatic Termination

This Agreement shall automatically terminate upon the earlier of (i) the termination of the Arrangement Agreement in accordance with its terms, and (ii) the Effective Time.

### 6.2 Termination by the Shareholder, Acquireco or the Purchaser

This Agreement may be terminated by notice in writing:

(a) at any time prior to the Effective Time, by the mutual agreement of the parties;

(b) by Acquireco or the Purchaser if (i) any of the Shareholders breaches or is in default of any of the covenants or obligations of such Shareholder under this Agreement and such breach or such default has or may reasonably be expected to have an adverse effect on the consummation of the transactions contemplated by the Arrangement Agreement, or (ii) any of the representations or warranties of any of the Shareholders under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect; provided in each case that Acquireco or the Purchaser has notified the Shareholders in writing of any of the foregoing events and the same has not been cured by the Shareholders within 10 Business Days of the date of such notice was received by the Shareholders;

(c) by the Shareholders or Acquireco or Purchaser if the Effective Date has not occurred by the Outside Date; or

(d) by the Shareholders if, without the Shareholders' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), the Arrangement Agreement is amended in a manner that would result (i) in a decrease in the Consideration set out in the Arrangement Agreement, or (ii) in an extension of the Outside Date beyond the ultimate Outside Date contemplated in the Arrangement Agreement entered into as of the date hereof.

### 6.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 6, the provisions of this Agreement will become void and no party shall have liability to any other party, except (a) in respect of a breach of a representation, warranty or covenant of this Agreement which occurred prior to such termination, and (b) in the event of termination under Section 6.1 as a result of the Effective Time occurring, the provisions of this Section 6.3 and Section 3.1(j) and Section 3.2 shall survive for a period of three (3) years thereafter. The Shareholder shall be entitled to withdraw any form of proxy in respect of the Arrangement Resolution in the event this Agreement is duly terminated in accordance with this Article 6.

## ARTICLE 7
## GENERAL

### 7.1 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

### 7.2 Further Assurances

The Shareholders, Acquireco and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### 7.3 Disclosure

Except as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of applicable Laws. The Shareholders consent to the details of this Agreement being described in any information circular or press release prepared by the Company in connection with the Arrangement and in any material change report prepared by the Company in connection with the execution and delivery of this Agreement and the Arrangement Agreement, and this Agreement being made publicly available, including by filing on SEDAR.

### 7.4 Time

Any date, time or period referred to in this Agreement will be of the essence.

**7.5 Governing Law**

This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and will be construed and treated in all respects as an British Columbia contract. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement, and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia.

**7.6 Entire Agreement**

This Agreement and the provisions of the Arrangement Agreement incorporated herein by reference constitute the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersede any prior agreement, representation or understanding with respect thereto.

**7.7 Amendments and Waivers**

Each party hereto agrees and confirms that any provision of this Agreement may be amended modified, altered, supplemented or waived if, and only if, such amendment, modification, alteration, supplement or waiver is in writing and signed, in the case of an amendment, by all of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective, and no failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

**7.8 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, that provision will be severed from this Agreement and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

**7.9 Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Acquireco and the Purchaser may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement to an affiliate, without reducing their own respective obligations hereunder.

**7.10 Notices**

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day. Notice shall be sufficiently given if delivered (either in person, by courier service or other personal method of delivery), or if transmitted by facsimile to the parties at the following addresses (or at such other addresses as shall be specified by any party by notice to the other given in accordance with these provisions).

The address for service for each of the parties hereto shall be as follows:

(a) If to Acquireco or the Purchaser:

South32 Limited
Level 35, 108 St Georges Terrace
Perth WA 6000
Australia

Attention: Simon Collins
Email: Simon.Collins@south32.net

with a copy to:

Attention: Company Secretary
Email: Company.Secretary@south32.net

with copies (which shall not constitute notice) to:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place, Suite 6200
Toronto, Ontario M5X 1B8

Attention: Emmanuel Pressman
Facsimile: (416) 862-6666
Email: epressman@osler.com

Osler, Hoskin & Harcourt LLP
Suite 1700, Guinness Tower
Vancouver, British Columbia V6E 2E9

Attention: Alan Hutchison
Facsimile: (778) 785-2745
Email: ahutchison@osler.com

(b) If to the Shareholders:

Purni Parikh
[redacted]

with copies (which shall not constitute notice) to:

Davies, Ward, Phillips & Vineberg LLP
155 Wellington St W
Toronto, Ontario, M5V 3J7

Attention: Jennifer Grossklaus
Facsimile: (416) 367-7438
Email: jgrossklaus@dwpv.com

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section 7.10.

## 7.11 Specific Performance and other Equitable Rights

(a) The parties hereby agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the parties acknowledge and hereby agree that in the event of any breach or threatened breach by any of the Shareholders, on the one hand, or Acquireco or the Purchaser, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, Acquireco or the Purchaser, on the one hand, or the Shareholders, on the other hand, shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement by the other, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement, without any requirement to prove actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunction. Each of the parties hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by it, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other parties under this Agreement.

(b) The parties hereto further agree that (x) by seeking the remedies provided for in this Section 7.11, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement in the event that this Agreement has been terminated or in the event that the remedies provided for in this Section 7.11 are not available or otherwise are not granted, and (y) nothing set forth in this Section 7.11 shall require any party hereto to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 7.11 prior or as a condition to exercising any termination right under Section 6.1 or Section 6.2 (and pursuing damages after such termination), nor shall the commencement of any legal proceeding restrict or limit any party's right to terminate this Agreement in accordance with the terms of Section 6.1 or Section 6.2 or pursue any other remedies under this Agreement that may be available then or thereafter.

**7.12 Expenses**

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**7.13 Independent Legal Advice**

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

**7.14 Execution and Delivery**

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile, e-mail transmission of Adobe Acrobat files or other electronic means and all the counterparts and facsimile, e-mail or other electronic copies together constitute one and the same agreement, and such facsimile, e-mail or other electronic copies will be legally effective to create a valid and binding agreement between the parties.

***[Signature page follows.]***

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

(signed) *Purni Parikh*

**PURNI PARIKH**

**LIONS GATE CAPITAL CORPORATION**

By: (signed) *Purni Parikh*

Name: Purni Parikh
Title:

**1168189 BC LTD**

By: (signed) *Purni Parikh*

Name: Purni Parikh
Title:

**SOUTH32 LIMITED**

By: (signed) *Marie Poiron*

Name: Marie Poiron
Title: Director

**SOUTH32 NORTH AMERICA PROJECTS ULC**

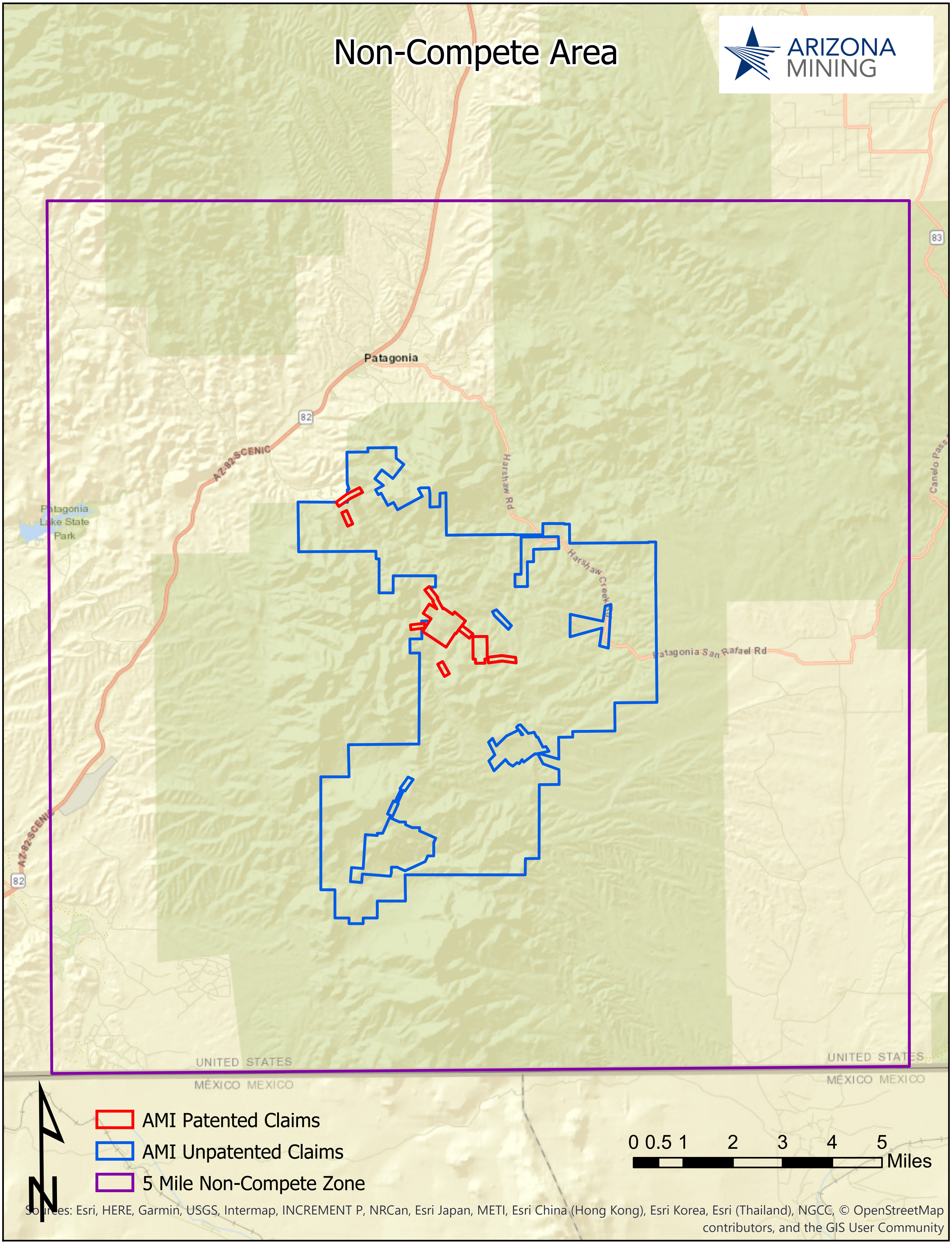
By: (signed) *Graham Kerr*

Name: Graham Kerr
Title: Director

# SCHEDULE A

| Shareholder | Number of Subject Securities |
|---|---|
| **PURNI PARIKH** | 1,683,015 Common Shares<br>1,450,000 Company Options<br>150,000 Company Warrants |
| **LIONS GATE CAPITAL CORPORATION** | 6,501,078 Common Shares |
| **1168189 BC LTD** | Nil |

**SCHEDULE B**


Non-Compete Area
ARIZONA MINING
Patagonia
Patagonia Lake State Park
AZ-82 SCENIC
82
83
Harshaw Rd
Harshaw Creek
Patagonia San Rafael Rd
Canelo Pass
UNITED STATES
MÉXICO MEXICO
AMI Patented Claims
AMI Unpatented Claims
5 Mile Non-Compete Zone
0 0.5 1 2 3 4 5
Miles
N
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