LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "**Agreement**") is made as of June 8, 2015

BETWEEN

OBAN MINING CORPORATION, a corporation incorporated under the laws of the Province of Ontario (the "**Offeror**"),

- and -

PETER AKERLEY (the "**Seller**")

WHEREAS:

A. The Offeror and Temex Resources Corp. (the "**Corporation**") have entered into a binding letter agreement (the "**Letter Agreement**"), which provides for the entering into of a support agreement (the "**Support Agreement**") between the Offeror and the Corporation. Concurrently with the entering into of the Letter Agreement, the Seller intends to enter into this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein that are defined in the Letter Agreement shall have the respective meaning ascribed thereto in the Letter Agreement;

B. This Agreement sets out the terms and conditions upon which the Offeror will make an offer (the "**Offer**") to purchase all of the issued and outstanding common shares (the "**Subject Shares**") of the Corporation, including any Subject Shares that may become outstanding after the date of the Offer but before the expiry time of the Offer upon the conversion, exchange or exercise of securities of the Corporation or any of its subsidiaries;

C. This Agreement sets out the terms and conditions of the agreement of the Seller to deposit or cause to be deposited under the Offer: (i) the number of Subject Shares set forth opposite the Seller's name in Schedule A hereto, representing all of the Subject Shares presently owned legally or beneficially by the Seller, or over which the Seller exercises control or direction, and (ii) all Subject Shares subsequently acquired by the Seller (all of the Subject Shares of the Seller are hereinafter collectively referred to as its "**Seller's Shares**"), and sets out the obligations and commitments of the Seller in connection therewith;

D. The Seller acknowledges that the Offeror would not commence the Offer but for the execution and delivery of this Agreement by the Seller;

E. The Offeror wishes to acquire from the Seller all of its Seller's Shares upon and subject to the terms and conditions hereinafter set forth; and

F. The Seller wishes to sell all of its Seller's Shares to the Offeror upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the Offeror agreeing to initiate and make the Offer, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Offeror and the Seller agree as follows:

ARTICLE 1
OFFER

1.1 The Offer

(a) Subject to the terms of this Agreement, the Offeror hereby covenants and agrees to make the Offer. The Offer will contain customary conditions for a take-over bid, including, without limitation: 66⅔% minimum tender condition; the waiver or termination of all rights under the Shareholder Rights Plan and any other shareholder rights plan(s) adopted by the Corporation, by regulatory order or otherwise, to the Offeror's satisfaction; receipt of all regulatory, governmental and third party approvals, consents, authorizations, ruling and waivers; the Corporation not having implemented or approved any issuance of shares or other securities or any other transaction, capital expenditure or distribution to its shareholders outside the ordinary course of business; there being no change in the business, operations or assets of the Corporation that constitutes a material adverse effect in respect of the Corporation; absence of default by the Corporation under any material agreement; and absence of material misstatements by the Corporation in its public disclosure documents (collectively, the "**Conditions**").

(b) The terms of the Offer shall include any amendments or variations to, or extensions of, such Offer, including, without limitation, removing or waiving any Condition or extending the date by which the Subject Shares may be deposited. The Offer will be made to the holders of all of the Subject Shares in consideration for 0.709 of a common share of the Offeror for each Subject Share.

(c) Subject to Subsection 1.1(e), the Offeror shall commence the Offer by notice as soon as practicable and in any event no later than 11:59 p.m. (Toronto time) on July 23, 2015.

(d) The Offer will be made in accordance with applicable securities laws and shall expire no earlier than 5:00 p.m. (Toronto time) on the thirty-sixth (36th) day after the day that the Offer is commenced, subject to the right of the Offeror to extend the period of time during which the Subject Shares may be deposited under the Offer (as it may be extended, the "**Expiry Time**").

(e) The Seller acknowledges and agrees that the Offeror may, in its sole and absolute discretion, amend, supplement, modify or waive any term or Condition of the Offer in whole or in part, provided that the Seller will be released from their obligations hereunder if the Offeror, without the consent of the Seller: (i) decreases the consideration per Subject Share, as specified in this Section 1.1, or (ii) changes the form of consideration payable under the Offer (other than to add additional consideration or the option of the Corporation's shareholders to choose one or more alternative forms of consideration in addition to the form of consideration herein specified). If the Offeror increases the consideration payable under the Offer prior to the expiry of the Offer, the Seller shall be entitled to such increased consideration in respect of its Subject Shares that are taken up by the Offeror, as required by applicable securities laws.

(f) The obligation of the Offeror to make the Offer is conditional on the prior satisfaction of the following conditions, all of which conditions are included for the sole benefit of the Offeror and any or all of which may be waived by the Offeror in whole or in part in its sole discretion without prejudice to any other rights it may have under this Agreement or otherwise:

   (i) no circumstance, fact, change, event or occurrence shall have occurred that would render it impossible for the Offer to be consummated absent a waiver of or modification to one or more of the Conditions;

   (ii) no cease trade order, injunction or other prohibition at law shall exist against the Offeror making the Offer or taking up and paying for Subject Shares deposited under the Offer; and

   (iii) the Offeror shall have determined in its sole discretion that no material adverse change shall have occurred with respect to either the Offeror or the Corporation.

1.2 Deposit by Seller

(a) Subject to Subsection 1.2(c) below, the Seller agrees to deposit or cause to be deposited, all of its Seller's Shares under the Offer no later than the tenth (10th) business day after the date of commencement of the Offer and thereafter except as may be permitted under this Agreement not withdraw or permit its Seller's Shares to be withdrawn from the Offer. In the event that a Seller subsequently obtains any additional Subject Shares, the Seller shall deposit such Subject Shares under the Offer as soon as practicable after the date the Subject Shares are obtained.

(b) Within one Business Day of the Seller receiving written confirmation in form and with content satisfactory to the Seller that (i) the minimum tender condition has been met or will be met as a result of the exercise of the options and warrants held by the Seller; and (ii) the Offeror is legally obliged to take up and pay for the Subject's Shares under the Offer, the Seller agrees to exercise the options and warrants currently owned by the Seller for Seller's Shares or cancel such options or warrants as contemplated by the Letter Agreement.

(c) The Seller hereby agrees that neither it nor any person or entity acting on its behalf will withdraw or take any action to withdraw any of its Seller's Shares deposited under the Offer notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which it might have, unless this Agreement is terminated in accordance with its terms prior to the take-up of and payment for its Seller's Shares under the Offer.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Seller

The Seller hereby represents and warrants to and in favour of the Offeror as follows and acknowledges that the Offeror is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) *Organization*. If the Seller is a corporation, the Seller is duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation.

(b) *Authorization, etc*. If the Seller is a corporation, the Seller has all necessary power, authority, capacity, consent and right to enter into this Agreement and to carry out each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller enforceable against it in accordance with its terms; subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(c) *Ownership, etc*. The Seller is the sole beneficial owner of its Seller's Shares. Its Seller’s Shares constitute all of the Subject Shares owned or controlled, directly or indirectly, by the Seller. The total number of Subject Shares beneficially owned or over which the Seller exercises control or direction, is set forth in Schedule "A" hereto. The Seller has the sole and exclusive right to dispose of its Seller’s Shares as provided in this Agreement and to vote all such Subject Shares, and the Seller is not a party to, bound or affected by or subject to, any law or regulation of which a breach would occur as a result of the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

(d) *Good Title*. The Seller's Shares to be acquired pursuant to the Offer will be acquired with good and marketable title, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever, and its Seller's Shares are not subject to any shareholders' agreement, voting trust or similar agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting its Seller's Shares or the ability of such holder thereof to exercise ownership rights thereto, including the voting of any such Subject Shares. No approval of the securityholders of the Seller is or will be required in order to sell its Seller's Shares to the Offeror.

(e) *No Agreements*. No person, firm, body corporate or other entity whatsoever 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, requisition or transfer from the Seller, or any registered holder its Seller's Shares, of any of its Seller's Shares, or any interest therein or right thereto, except pursuant to this Agreement. There does not exist any agreement, understanding or commitment giving rise to any obligations, financial or otherwise, on the part of the Corporation or any of its subsidiaries or affiliates to the Seller, or any subsidiaries or affiliates of the Seller as applicable.

(f) *No Proceeding Pending*. There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or threatened against the Seller (or its subsidiaries or affiliates), which relates to this Agreement or otherwise materially impairs or could materially impair the ability of the Seller to consummate the transactions contemplated hereby.

(g) *Consents*. To the best of the Seller's knowledge, there is no requirement of the Seller to make any filing with, give any notice to, or obtain any permit, licence, sanction, ruling, order, exemption or consent, approval or waiver of, any governmental authority or other person (including the lapse, without objection, of a prescribed time under applicable law that states that a transaction may be implemented if a prescribed time lapses following the giving of notice) as a condition to the lawful completion of the transactions contemplated by this Agreement or the Offer, or the execution and delivery by the Seller and enforcement against the Seller of this Agreement.

(h) *Non-Contravention*. This Agreement does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with in any material manner, or allow any other person to exercise any rights under any of the terms or provisions of the constating documents and/or by-laws of the Seller (or of any of its subsidiaries or affiliates which is the legal or beneficial owner of its Seller's Shares) or any agreement, contract or indenture to which the Seller is a party or by which the Seller's property is bound (as applicable), and will not result in the violation of any law or regulation.

(i) *Not Joint Actors*. The Seller is not acting jointly or in concert with the Offeror in respect of the Offer and the entry into this Agreement was a condition imposed by the Offeror to proceeding with the Offer.

The representations and warranties of the Seller set forth in this Section 2.1 shall survive the completion of the sale and purchase of its Seller's Shares under the Offer and, notwithstanding such completion, will continue in full force and effect for the benefit of the Offeror for a period of one (1) year from the date thereof.

2.2 Representations and Warranties of Offeror

The Offeror represents and warrants to and in favour of the Seller as follows and acknowledges that the Seller is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) *Organization*. The Offeror is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) *Authorization, etc*. The Offeror has all necessary power, authority, capacity, consent and right to enter into this Agreement and to carry out its obligations under this Agreement. This Agreement has been duly executed and delivered by the Offeror and constitutes a legal, valid and binding obligation of the Offeror enforceable against it in accordance with its terms; subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(c) *Non-Contravention*. This Agreement does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with in any material manner, or allow any other person to exercise any rights under any of the terms or provisions of the constating documents and/or by-laws of the Offeror or any agreement, contract or indenture to which the Offeror is a party or by which its property is bound (as applicable), and will not result in the violation of any law or regulation by Offeror.

The representations, warranties and covenants of Offeror set forth in this Section 2.2 shall survive the completion of the sale and purchase of the Seller's Shares of the Seller under the Offer and, notwithstanding such completion, will continue in full force and effect for the benefit of the Seller for a period of one (1) year from the date thereof.

ARTICLE 3
COVENANTS

3.1 Covenants of the Seller

(a) The Seller hereby covenants and agrees that it shall not, from the date hereof until the termination of this Agreement pursuant to Article 4:

(i) grant or agree to grant any proxy or other right to the Subject Shares, or enter into any voting trust or pooling agreement or arrangement or enter into or subject any of the Subject Shares to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting thereof;

(ii) directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise (as applicable), make, solicit, assist, initiate, encourage, or otherwise facilitate any inquiries, the submission of proposals or offers from any other person, body corporate, partnership or other business organization whatsoever regarding a potential competing or superior proposal for the acquisition of the Subject Shares (whether by way of take-over bid, asset sale, merger, amalgamation, arrangement, reorganization or other business combination) (a "**Competing Bid**"), participate in any material discussions or negotiations regarding any Competing Bid, or otherwise cooperate in any way with, or assist or participate in, knowingly facilitate or encourage, any effort or attempt by any other person to do or seek to do any of the foregoing, including by depositing or voting any of its Seller's Shares in favour of any such Competing Bid;

(iii) option, sell, transfer, dispose of, pledge, encumber, grant a security interest in or otherwise convey any Subject Shares or any right or interest therein, or agree to do any of the foregoing except pursuant to the Offer;

(iv) acquire any additional number of Subject Shares or securities convertible into or exchangeable for Subject Shares, except as permitted by law;

(v) except as required by applicable law prior to the public announcement of the Offer, directly or indirectly, disclose to any person, firm or corporation the existence of the terms and conditions of this Agreement, or any terms or conditions or other information concerning the Offer; or

(vi) take any action to encourage or assist any other person to do any of the prohibited acts referred to in foregoing provisions of this Subsection 3.1(a).

(b) The Seller hereby covenants and agrees that it shall, from the date hereof until the the termination of this Agreement pursuant to Article 4:

(i) immediately cease any existing discussions or negotiations it is engaged in with any parties (other than the Offeror) with respect to any Competing Bid;

(ii) use its reasonable commercial efforts to assist the Offeror to successfully complete the Offer and any subsequent acquisition transaction; and

(iii) in addition to granting to the Offeror one or more of the forms of proxy contemplated by Subsections 5.2(d) and 5.2(e) below, exercise the voting rights attaching to its Seller's Shares to oppose any proposed action by the Corporation, its directors, officers and/or shareholders, any of its subsidiaries or any other person:

(A) in respect of any amalgamation, merger, sale of the Corporation's or its affiliates' or associates' assets, take-over bid, issuer bid, plan of arrangement, reorganization, recapitalization, issuance of shares, equity or voting securities or convertible or exchangeable securities or other business combination or similar transaction involving the Corporation or any of its subsidiaries (other than the Offer);

(B) which would reasonably be regarded as being directed towards or likely to prevent or delay the take-up of and payment for its Seller's Shares deposited under the Offer or the successful completion of the Offer, including without limitation any amendment to the constating documents of the Corporation, its subsidiaries or its organizational structure;

(C) in respect of any new shareholder rights plan or "poison pill" subsequent to the date of this Agreement; or

(D) which would reasonably be expected to result in a material adverse effect in respect of the Corporation;

(iv) promptly notify and provide to the Offeror a copy of any Competing Bid or proposal or document related thereto provided to the Seller, or any amendments to the foregoing; and

(v) deposit and not withdraw all of its Seller's Shares, together with a duly completed and executed letter of transmittal or notice of guaranteed delivery (or take all actions to cause its Seller's Shares to be electronically deposited through the CDSX system), with the depositary specified in the take-over bid circular setting out the terms of the Offer (the "**Circular**") in accordance with all of the terms thereof and all of the terms of this Agreement.

(c) The Seller covenants to co-operate with the Offeror in making all requisite regulatory filings in respect of the Offer.

(d) Nothing in this Article 3 shall prevent the Seller as a member of the board of directors of the Corporation and/or senior officer of the Corporation from engaging, solely in such capacity (and not, for greater certainty, in any other capacity including as a holder of Subject Shares), in discussions or negotiations with a person or taking any other action in respect of an Acquisition Proposal made by such person in circumstances where the Corporation is permitted by the Letter Agreement or the Support Agreement, as applicable, to engage in such discussions or negotiations or taking of any other action. For greater certainty, the Seller acknowledges that this Subsection 3.1(d) shall not affect the Seller’s obligation to tender (and, except as permitted by this Agreement, not withdraw) the Sellers Shares in accordance with the terms and conditions of this Agreement.

3.2 Covenants of the Offeror

(a) The Offeror hereby covenants and agrees that, unless the Seller shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

(i) subject to the terms and conditions of the Offer, the Offeror shall take up the Seller's Shares of the Seller deposited under the Offer and pay for such Seller's Shares as set forth in the Circular; and

(ii) the Offeror shall use all reasonable commercial efforts, including co-operating with the Seller, to make all requisite regulatory filings in order to obtain all requisite regulatory approvals required to effect and complete the Offer.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement may be terminated by notice in writing as follows:

(a) at any time upon the written agreement of the Offeror and the Seller; or

(b) by the Offeror if any of the representations and warranties of the Seller under this Agreement shall not be true and correct in all material respects; or

(c) by the Offeror if the Seller shall not have complied with its covenants to the Offeror contained in this Agreement in all material respects; or

(d) by the Seller if any of the representations and warranties of the Offeror under this Agreement shall not be true and correct in all material respects; or

(e) by the Seller if the Offeror shall not have complied with its covenants contained in this Agreement in all material respects; or

(f) by either party if: (i) the Support Agreement has been terminated in accordance with its terms; or (ii) if the Letter Agreement is terminated in accordance with its terms prior to the entering into of the Support Agreement.

ARTICLE 5
ALTERNATIVE FORM OF TRANSACTION

5.1 Alternative Form of Transaction

If the Offeror determines that it is necessary or desirable to proceed with another form of transaction, including a plan of arrangement or similar transaction, whereby the Offeror would acquire following completion of such Alternative Transaction all or substantially all of the Subject Shares outstanding or all or substantially all of the assets of the Corporation and its subsidiaries and that (a) provides for economic terms which, in relation to the Seller, on an after-tax basis, are at least equivalent to or better than those contemplated by the Offer, (b) would not result in a delay or time to completion materially longer than contemplated pursuant to the Offer, and (c) is otherwise on terms and conditions no more onerous on the Seller than the Offer (an "**Alternative Transaction**"), then the Seller shall support the completion of such Alternative Transaction.

5.2 Corporation Shareholder Meeting

If any Alternative Transaction involves a meeting or meetings of the Corporation's shareholders (the "**Alternative Transaction Meeting**"), the Seller shall vote in favour of any matters necessary or ancillary to the completion of the Alternative Transaction and shall vote against any resolution the subject matter or effect of which would be to prevent, hinder, delay or frustrate such Alternative Transaction. In the event of any proposed Alternative Transaction, the references in this Agreement to the Offer shall be deemed to be changed to "Alternative Transaction" and all provisions of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction. Without restriction, the Seller:

(a) shall attend (either in person or by proxy) the Alternative Transaction Meeting (including, for greater certainty, any adjourned, postponed or rescheduled meeting), and at such meeting, vote or cause to be voted all of its Seller's Shares, (including Seller's Shares acquired by the Seller on or following the date hereof and prior to the record date for voting at such meeting) that are beneficially owned by, or over which control or direction is exercised by, the Seller and which are entitled to be voted at such meeting in favour of any resolution approving the Alternative Transaction;

(b) shall vote or cause to be voted (in person or by proxy) its Seller's Shares against, and not tender or cause to be tendered any Subject Shares to:

    (i) any corporate transaction, such as a merger, amalgamation, arrangement, rights offering, reorganization, recapitalization or liquidation or take-over bid or similar transaction involving the Corporation or the Subject Shares other than the Alternative Transaction;

    (ii) any proposed sale or transfer of a material amount of assets of the Corporation or any of its subsidiaries or the issuance of any securities of the Corporation; or

(iii) any action that is reasonably likely to impede, interfere with, delay, postpone, or adversely affect in any material respect the Alternative Transaction;

(c) shall not, except as required pursuant to this Agreement, grant or agree to grant any proxy or other right to vote its Seller's Shares or enter into any voting trust or pooling agreement or arrangement or enter into or subject any of its Seller's Shares to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting or tendering thereof or revoke any proxy granted pursuant to this Agreement;

(d) shall upon the request of the Offeror duly execute and deliver to the Offeror (and at the request of the Offeror, re-execute and re-deliver from time to time) a form of proxy or voting instructions in form and substance acceptable to the Offeror irrevocably appointing one or more individual persons designated by the Offeror, with full power of substitution (the "**Alternative Transaction Proxyholder**"), as proxy for and on behalf of the Seller in respect of all voting entitlement of its Seller's Shares in respect of any Alternative Transaction Meeting, directing the Alternative Transaction Proxyholder to vote for any resolution approving such Alternative Transaction or related matter; and

(e) shall upon the request of the Offeror duly execute and deliver to the Offeror (and at the request of the Offeror, re-execute and re-deliver from time to time) a form of proxy or voting instructions in form and substance acceptable to the Offeror irrevocably appointing one or more individual persons designated by the Offeror, with full power of substitution (the "**Non Approved Transaction Proxyholder**"), as proxy for and on behalf of the Seller in respect of all voting entitlement of its Seller's Shares directing the Non Approved Transaction Proxyholder to vote against any resolution approving any transaction of the nature contemplated by Subsection 5.2(b) above.

ARTICLE 6
GENERAL PROVISIONS

6.1 Headings, etc.

The division of this Agreement into Articles and sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

6.2 References to Shares

References to "Shares" or "Subject Shares" (including "Seller's Shares") include any shares or securities into which the Subject Shares of the Corporation may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom, including any distributions of securities which may be declared in respect of the Subject Shares, and references to per share offer consideration shall be subject to equitable adjustment to reflect any such change to the capitalization of the Corporation.

6.3 Further Assurances

Each of the Offeror and the Seller shall from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, either before or after the expiry of the Offer, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.4 Effect of Termination

If this Agreement is terminated as provided for in Article 4, there shall be no liability or further obligation, on the part of any party hereto; provided that nothing in this Section 6.4 shall release the parties to this Agreement of liability for breach of any representation, warranty or covenant of this Agreement occurring prior to the termination hereof. Upon termination of this Agreement, the Seller shall be entitled to withdraw any of its Seller's Shares deposited under the Offer.

6.5 Time of the Essence.

Time shall be of the essence of this Agreement.

6.6 Fees

Each party hereto shall pay the fees, costs and expenses of their respective financial, legal, auditing and other professional and other advisors 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 and shall indemnify each of the other parties from and against any and all claims against any of them for "finder's" or "agency" fees relating to the transactions contemplated hereby.

6.7 Public Announcements and Filings

Except as required by law or applicable stock exchange requirements, the Seller shall not make any public announcement or statement with respect to the Offer or this Agreement without the prior approval of the Offeror. Moreover, in any event, the Seller agrees to provide prior notice to the Offeror of any public announcement relating to the Offer or this Agreement and agrees to consult with the Offeror prior to issuing such public announcement. The Seller hereby expressly consents to the Offeror disclosing the existence of this Agreement in any press release or other public disclosure document and acknowledges that a copy of this Agreement shall be filed on SEDAR on or following the date hereof. The Seller hereby expressly acknowledges and agrees that a summary of this Agreement and the negotiations leading to its execution and delivery may appear in, and a copy of this Agreement may be appended as an exhibit to, the Circular. Notwithstanding the foregoing, any disclosure that contains a reference, directly or indirectly, to the Seller shall, to the extent practicable in the circumstances, be subject to the prior review and approval of the Seller, not to be unreasonably withheld or delayed.

6.8 Specific Performance and other Equitable Rights

The Seller recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Offer and that the Offeror would not contemplate making the

Offer unless this Agreement was executed, and that a breach by the Seller of any covenants or other commitments or obligations contained in the Agreement will cause the Offeror to sustain injury for which it would not have an adequate remedy at Law for money damages. Therefore, each of the parties hereto agrees that, in the event of such breach, the Offeror shall be entitled to the remedy of specific performance of such obligation and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Seller further agrees to waive any requirement for the security or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to any other remedy to which the Offeror may be entitled, at law or in equity.

6.9 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

6.10 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party.

6.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, investigations and agreements relating to the subject matter hereof. There are no warranties, representations, understandings or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to in this Agreement.

6.12 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

6.13 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery or by facsimile or other electronic means of communication addressed to the recipient as follows:

(a) If to the Purchaser:

Oban Mining Corporation
150 York Street, Suite 410
Toronto, Ontario
M5H 3K6

Facsimile: 416 363-9813
E-mail: jvizquerra@obanmining.com
Attention: Jose Vizquerra

with a copy to:

Bennett Jones LLP
Suite 3400, One First Canadian Place
Toronto, Ontario
M5X 1A4

Facsimile: 416-863-1716
E-mail: grieves@bennettjones.com
Attention: Sander Grieve

(b) If to the Seller:

Temex Resources Corp.
141 Adelaide Street West
Suite 1660
Toronto, Ontario M5H 3L5

E-mail: [Address redacted]
Attention: Peter Akerley

with a copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON
M5J 2Z4 Canada

Facsimile: (416) 216-3930
E-mail: Michael.Sabusco@nortonrosefulbright.com
Attention: Michael Sabusco

or to such other address, facsimile number or email address as may be designated by notice given by any party to the other. If any notice or other communication shall be given by personal delivery, a copy of such notice or communication shall also be given by facsimile. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the date of actual delivery thereof and, if given by facsimile or other means of electronic communication, on the date of transmittal thereof if given prior to 5:00 P.M. (Toronto time) and on the next business day if not given prior to 5:00 P.M. (Toronto time).

6.14 Interpretation

In this Agreement words importing the singular shall include the plural and vice versa, words importing any gender include all genders and the word person includes individuals, partnerships, associations, trusts, foundations, unincorporated organizations, limited liability companies and corporations. The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

6.15 Severability

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

6.16 Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed in all respects, including validity, interpretation and effect, exclusively by the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to the principles of conflict of laws and each of the Offeror and the Seller irrevocably submits to the jurisdiction of the courts of the Province of Ontario.

6.17 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

[Remainder of Page Intentionally Left Blank]

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

OBAN MINING CORPORATION

By: "*Jose Vizquerra Benavides*"
Name: Jose Vizquerra Benavides
Title: President, CEO

"Peter Akerley"
Name: Peter Akerley

SCHEDULE A
SELLER'S SHARES

Name and Address of Shareholder	Common Shares Held	Options Held	Warrants Held	Number of Other Convertible, Exchangeable or Exerciseable Securities
Peter Akerley [Address redacted]	23,000	700,000	0	0