VOTING AGREEMENT

August 24, 2012

Mr. Stephen Lautens

Dear Sir:

Re: Inter-Citic Minerals Inc.

Western Mining Group Co., Ltd. ("**WMG**") is in discussions regarding a potential transaction (the "**Proposed Transaction**") to acquire, pursuant to a plan of arrangement under the *Canada Business Corporations Act*, all of the issued and outstanding common shares of Inter-Citic Minerals Inc. (the "**Company**"). The details of the Proposed Transaction are set forth in an arrangement agreement (the "**Arrangement Agreement**"), to be entered into concurrently with this voting agreement (the "**Agreement**"), among WMG and the Company, a final unexecuted version of which has been provided to you.

Capitalized terms used herein but which are not defined herein shall have the meanings set forth in the Arrangement Agreement.

Under the Proposed Transaction:

(i) holders of Company Shares are expected to receive C$2.05 in cash (the "**Consideration**") for each Company Share held; and

(ii) holders of Company Options and Company Warrants that are in-the-money are expected to receive a cash payment equal to the amount by which the Consideration exceeds the exercise price for each Company Option or Company Warrant;

(iii) for holders of Company Warrants that are out-of-the-money, such warrants will be cancelled; and

(iv) for holders of Company Options that are out-of-the-money, such options shall terminate without any cash payment or payment of any sort.

Stephen Lautens (the "**Securityholder**") is the beneficial owner of 81,300 Company Shares, 550,000 Company Options, and zero Company Warrants (collectively**,** the "**Subject Securities**") and has agreed to enter into this Agreement in connection with the Proposed Transaction. For greater certainty, the term "Subject Securities" shall include:

(i) all of the Company Shares that may become beneficially owned, or in respect of which the voting may become, directly or indirectly, controlled or directed by, the Securityholder after the date hereof and prior to the Effective Time, including all of the Company Shares issued upon the conversion, exchange or exercise of any securities of the Company convertible into or exchangeable or exercisable to Company Shares held by the Securityholder or which may otherwise be acquired by the Securityholder after the date hereof and prior to the Effective Time; and

(ii) all of the Company Shares or other securities for which the Subject Shares may be exchanged, received or into which the Subject Securities may be converted or otherwise changed pursuant to any stock split, stock consolidation, merger, reorganization, recapitalization, amalgamation, plan of arrangement or other similar transaction involving the Company prior to the Effective Time.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WMG and the Securityholder (collectively, the "**Parties**") agree as follows:

1. **Agreement to Vote Subject Securities**

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with the terms set out herein, at any meeting of securityholders of the Company called for the purpose of approving the Arrangement Resolution, the Proposed Transaction, the Arrangement Agreement, and/or related transactions, the Securityholder shall (or cause the holder of record to, if the Securityholder is the beneficial owner but not the holder of record of the Subject Securities) vote all of the Subject Securities that have a right to vote: (a) in favour of the approval of the Arrangement Resolution, the Proposed Transaction, the Arrangement Agreement and/or any actions required in furtherance of the actions contemplated thereby; and (b) to oppose any proposed action by the Company or any other party, the result of which could impede, interfere with or delay WMG from completing the Proposed Transaction. The Securityholder will not, and will not permit any entity under its control, to, deposit any of the Subject Securities into a voting trust or subject any of the Subject Securities to any arrangement or agreement with respect to the voting of such securities, other than pursuant to this Agreement. The Securityholder hereby waives and agrees in favour of WMG not to exercise any rights of appraisal or rights of dissent that the Shareholder may have arising from the Proposed Transaction.

2. **No Proxy Solicitation**

The Securityholder covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with the terms set out herein, the Securityholder will not and will not permit any entity under its control, to: (a) solicit proxies, or become a participant in a solicitation in opposition to, or competition with, the Proposed Transaction or the Arrangement Agreement; (b) assist any person, entity or group in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit WMG in connection with the Proposed Transaction or the Arrangement Agreement; or (c) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with WMG in connection with the Proposed Transaction or the Arrangement Agreement.

3. **No Sale, Transfer or Encumbrance, Additional Purchases**

Except with the prior written consent of WMG, the Securityholder agrees and covenants in favour of WMG, from the date hereof until the termination of this Agreement in accordance with the terms set out herein, not to option, transfer, sell, gift, pledge, hypothecate, encumber, or otherwise dispose of any of the Subject Securities or enter into any agreement, arrangement or understanding in connection therewith. The Securityholder agrees that any Company Shares, Company Options or Company Warrants purchased or acquired after the date hereof shall be subject to the terms of this Agreement to the same extent as the Subject Securities.

4. **Representations and Warranties of the Securityholder**

The Securityholder represents and warrants that: (a) it is the registered and beneficial owner of the Subject Securities, and no other securities of the Company; (b) it has the sole right to vote the Company Shares, (and if the Company Options or Company Warrants have a voting right, the sole right to vote such securities); (c) none of the Subject Securities are subject to any voting agreement (other than this Agreement) or adverse claim; (d) no Person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Securityholder of any of the Subject Securities; (e) it has full power and authority to make, enter into and carry out the terms of this Agreement; and (f) there are no legal proceedings in progress before any Governmental Entity or, to the knowledge of the Securityholder, pending or threatened against the Securityholder that would adversely affect in any manner the ability of the Securityholder to enter into and carry out the terms of this Agreement.

5. **Control**

If any of the Subject Securities are held through a corporation or trust over which the Securityholder has control, as defined in the legislation governing the ownership of the property of such corporation or trust (either alone or in conjunction with any other person), the Securityholder shall vote or cause to be voted such Subject Securities and exercise his or her power and authority to ensure that this Agreement is complied with by said corporation or trust.

6. **Capacity as Shareholder**

If the Securityholder is a member of the board of directors or an officer of the Company, the Securityholder is bound hereunder solely in his capacity as a Securityholder and the provisions of this Agreement shall be subject to the fiduciary duty of the Securityholder, in his or her capacity as a director or officer of the Company.

7. **Disclosure**

Subject to Section 6 of this Voting Agreement, the Securityholder will notify WMG immediately of any communications received from another party with respect to the entering into of an agreement similar in substance to the Arrangement Agreement or any other Acquisition Proposal and the particulars thereof and keep WMG apprised of the status of such communications and the Securityholder's response thereto.

The Securityholder agrees that the details of this Agreement may be set out in any press release, information circular or other communication of the Company and/or WMG issued, made or given in connection with the Proposed Transaction or the Arrangement Agreement and that this Agreement may be made publicly available on SEDAR or filed with the securities regulatory authorities in Canada, and otherwise to the extent required by law.

8. **Termination.**

This Agreement shall automatically terminate on the first to occur of:

(a) the Effective Date;

(b) the date, if any, that the Arrangement Agreement is terminated in accordance with its terms;

(c) the date, if any, upon which the Arrangement Agreement is amended in any manner to provide for less Consideration in the Arrangement than is provided for at the date of this Agreement; and

(d) the Outside Date.

9. **No Ownership Interest.**

Nothing contained in this Agreement shall be deemed to vest in WMG any direct or indirect ownership or incidents of ownership of, or with respect to, any Subject Securities. All rights, ownership and economic benefits of and related to any Subject Securities remain vested in and belong to the Securityholder, and WMG has no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct the Securityholder in the voting of any of the Subject Securities, except as otherwise provided herein, or in the performance of the Securityholder's duties or responsibilities as a shareholder of the Company.

10. **Miscellaneous.**

(a) Each of the Parties agrees to execute such further and other deeds, documents and assurances and to do such further and other acts as may be necessary to carry out the true intent and meaning of this Agreement fully and effectually.

(b) It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Securityholder. Without prejudice to the rights and remedies otherwise available to it, WMG shall be entitled to equitable relief by way of injunction or otherwise if the Securityholder breaches, or threatens to breach, any of the provisions of this Agreement. WMG shall not be required to obtain or furnish any bond or similar instrument in connection with or as a condition to obtaining or seeking any such remedy. Notwithstanding that damages may be readily quantifiable, the Securityholder agrees not to plead sufficiency of damages as a defense in any such proceeding and the Securityholder further agrees to not oppose WMG in seeking or the granting of such relief.

(c) This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the Parties relating to the same and all past courses of dealing or industry custom. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of the Parties. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, privilege or remedy that it has or may have hereunder operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power, privilege or remedy hereunder.

(d) This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Ontario 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 Ontario.

(e) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties, and shall in no way be affected, impaired or invalidated. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

[Signature Page Follows]

Please confirm your agreement with the foregoing by signing a copy of this Agreement where indicated below and returning the same to the undersigned by facsimile or email.

Sincerely yours,

WESTERN MINING GROUP CO., LTD.

"*Xihong Pan*"

Per: Authorized Signatory

Accepted and agreed to with effect from the 24th day of August, 2012.

"*Stephen Lautens*"	"*Rhea M.J. Hoare*"
STEPHEN LAUTENS	Witness
	Rhea M.J. Hoare
	Print Name