

EXECUTION COPY

COMPAGNIE FRANÇAISE DE MINES ET MÉTAUX

- and -

WEATHER INVESTMENTS II S.À R.L.

LOCK-UP AGREEMENT

FASKEN MARTINEAU DuMOULIN LLP

July 13, 2012

LOCK-UP AGREEMENT

THIS AGREEMENT is made as of July 13, 2012.

BETWEEN: **COMPAGNIE FRANÇAISE DE MINES ET MÉTAUX**, a French *Société Anonyme*, with its registered offices at 33, rue La Fayette, 75009 Paris, France, registered under number 300 574 894 RCS PARIS;

(hereinafter, the “**Holder**”)

AND: **WEATHER INVESTMENTS II S.À R.L.**, a private limited company existing under the laws of Luxembourg;

(hereinafter, the “**Offeror**”)

WHEREAS the Holder is the registered and beneficial owner of 90,000,000 Common Shares (the “**Holder Shares**”) in the share capital of La Mancha Resources Inc. (the “**Corporation**”), which represents approximately 62.8% of all Common Shares on a Fully Diluted Basis;

WHEREAS the Holder understands that the Offeror and the Corporation are, concurrently with the execution and delivery of this lock-up agreement (the “**Agreement**”), executing and delivering a support agreement of even date herewith providing for the Offer, which shall be on the terms as set out in the announcement attached hereto at Appendix 1 (the “**Support Agreement**”);

WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder: (i) to tender its Holder Shares or cause the same to be tendered to the Offer; and (ii) to comply with the restrictions and covenants set forth herein;

WHEREAS the Holder acknowledges that the Offeror would not enter into the Support Agreement but for the execution and delivery of this Agreement by the Holder;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

All capitalized terms in this Agreement, which are not defined herein, shall have the respective meanings ascribed thereto in the Support Agreement.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article or Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number and Gender

In this Agreement, words importing the singular number include the plural and vice versa, and words importing any gender include all genders.

1.4 Date For Any Action

If the date on which any action is required to be taken hereunder by a party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.6 Entire Agreement

This Agreement, the agreements and other documents herein referred to constitute the entire agreement between the parties pertaining hereto and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto. Except as expressly represented and warranted herein, neither party shall be considered to have given any other express or implied representations or warranties, including as a result of oral or written statements.

ARTICLE 2 COVENANTS OF THE OFFEROR

2.1 The Offeror to Make Offer

The Offeror agrees to make, or to cause a direct or indirect wholly-owned Subsidiary of the Offeror to make, the Offer on the terms and conditions set forth in the Support Agreement. In the event that such wholly-owned Subsidiary makes the Offer in accordance with the terms and conditions of the Support Agreement, the Offeror shall cause such wholly-owned Subsidiary to become a party to this Agreement, upon which such wholly-owned Subsidiary shall become entitled to exercise all of the rights of the Offeror and subject to all of the obligations of the

Offeror under this Agreement but the Offeror shall continue to be jointly and severally liable for all such obligations.

2.2 Other Offeror Covenants

The Offeror hereby covenants and irrevocably agrees in favour of the Holder that the Offeror will comply with its obligations set forth in the Support Agreement and will not amend or waive any provision under the Offer or the Support Agreement to provide for a lesser Offer Price or in any respect that is material and adverse to the interests of the Holder without the prior written consent of the Holder; provided that the Offeror may, without such consent, amend the terms of the Offer to (a) increase the Offer Price, (b) extend the Expiry Time from time to time in accordance with the Securities Laws to a date not later than the Outside Date, or (c) to the extent that it has the right to do so under the Support Agreement, waive any condition of the Offer or the Support Agreement.

2.3 Selling Restriction

The Offeror hereby covenants and irrevocably agrees in favour of the Holder that, in the event that the Offeror shall have taken up and paid for the Holder Shares under the Offer, then the Offeror shall not, directly or indirectly, for a period of twelve months from the Expiry Time, sell or otherwise transfer any of the Common Shares acquired by the Offeror pursuant to the Offer, provided, however, that nothing herein shall prevent the Offeror from selling or otherwise transferring Common Shares to one or more of its wholly-owned Subsidiaries.

ARTICLE 3 COVENANTS OF THE HOLDER

3.1 Deposit of the Holder Shares under the Offer

The Holder hereby irrevocably and unconditionally agrees with the Offeror that it will, on or before the tenth Business Day after the Offer has been made, cause all of its Holder Shares to be validly tendered in acceptance of the Offer together with any documents required in accordance with the Offer.

3.2 Non-Withdrawal

The Holder irrevocably and unconditionally agrees, except with the prior express written consent of the Offeror, that neither it nor any Person on its behalf will withdraw or take any action to withdraw any of the Holder Shares deposited under the Offer notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which it may have unless this Agreement is terminated in accordance with its terms prior to the taking up of the Holder Shares under the Offer.

3.3 Board Nominees

The Holder irrevocably agrees to cause its representatives and nominees on the Board and on the boards of directors of the Corporation's Subsidiaries to resign, at the time and in the manner requested by the Offeror, after the Offeror takes up and pays for the Holder Shares under the

Offer, and covenants to use its reasonable best efforts to enable representatives and nominees of the Offeror to be elected or appointed in their place.

3.4 Management of the Board

Subject to Article 4, in the event the Support Agreement is terminated in accordance with its terms, the Holder undertakes and agrees, for the period from the time the Offeror takes up and pays for the Holder Shares under the Offer until the time all representatives and nominees of the Holder on the Board have been replaced by representatives and nominees of the Offeror, to cause its representatives and nominees on the Board (i) to vote against any resolutions, decisions or actions of the Board that would not have been permitted under the terms of the Support Agreement and vote in favour of any resolutions, decisions or actions of the Board that would be required to implement the terms of the Support Agreement, which shall include to vote in such a way as is required in order to comply with the covenants set out in Article 4 of the Support Agreement, in each case, had the Support Agreement not otherwise been terminated (ii) to vote in favour or resolve to vote in favour of, and/or recommend to Shareholders that they vote in favour of any Subsequent Acquisition Transaction.

3.5 Services Agreement

The Holder acknowledges that the Corporation or its Subsidiaries currently receive from the Holder, its Subsidiaries or its Affiliates, and rely on, certain services, including the provision of a number of managers and other management services and insurance coverage, and that the Offeror will require assistance from the Holder in respect of these services and this coverage for a period of up to six months following the time the Offeror takes up and pays for the Holder Shares under the Offer. The Holder hereby agrees to negotiate in good faith with the Offeror the terms of a 6-month services agreement, on terms and conditions mutually satisfactory to the Holder and the Offeror, which shall include the terms on which the Holder will provide assistance to, and co-operate with the Corporation, its Subsidiaries and the Offeror in respect of these services in consideration for amounts no higher than the amounts paid to the Holder by the Corporation or its Subsidiaries in the previous two years. With regards to insurance coverage, from the date hereof, the Holder hereby agrees to cooperate with and assist the Corporation, its Subsidiaries and the Offeror in underwriting insurance policies for the Corporation and its Subsidiaries that were part of the Global policies implemented by the Holder up to the date hereof.

3.6 Non-Solicitation

On the terms and subject to the conditions of this Agreement, the Holder hereby irrevocably covenants and agrees in favour of the Offeror that it shall:

- 3.6.1 not, directly or indirectly, through any shareholder, director, officer, employee, agent or representative of the Holder or any of its Affiliates, take any action of any kind which might reduce the likelihood of, or interfere with, the completion of the Offer, including, but not limited to, any action to (i) make, solicit, assist, initiate, knowingly encourage, continue or otherwise facilitate (including by way of furnishing non-public information, soliciting proxies (within the meaning of

the Securities Act) or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries, submissions, offers or proposals regarding an Acquisition Proposal, (ii) participate in any discussions or negotiations regarding any Acquisition Proposal, (iii) influence the Board to approve or recommend any Acquisition Proposal, (iv) cause the Corporation to accept or enter into any agreement, letter of intent, arrangement or understanding related to any Acquisition Proposal, or (v) otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any effort or attempt by any other Person to do any of the foregoing;

- 3.6.2 immediately cease, and cause any shareholder, director, officer, employee, agent or representative of the Holder or any of its Affiliates to immediately cease, all current discussions and negotiations regarding any proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal;
- 3.6.3 not, directly or indirectly, through any shareholder, director, officer, employee, agent or representative of the Holder or any of its Affiliates, offer or commit to pay or pay any fee to any Person or assume or agree to reimburse the expenses of any Person as an inducement to the making of or otherwise in connection with any Acquisition Proposal; and
- 3.6.4 as promptly as practicable, notify the Offeror, first orally and then in writing, of any Acquisition Proposal and any inquiry that could reasonably be expected to lead to an Acquisition Proposal, or any amendments to the foregoing, or any request for non-public information relating to the Corporation or any Subsidiary in connection with an Acquisition Proposal or for access to the properties, books or records of the Corporation or any of its Subsidiaries by any Person that informs the Holder or any of its Affiliates or any shareholder, director, officer, employee, agent or representative of the Holder or any of its Affiliates that it is considering making, or has made, an Acquisition Proposal. Such notice shall include a description of the material terms and conditions of, and the identity of the Person making, any Acquisition Proposal or inquiry. The Holder shall, at the Offeror's reasonable request, inform the Offeror as to the status of any such Acquisition Proposal or inquiry.

3.7 Inconsistent Transactions

Until the termination of this Agreement, the Holder irrevocably covenants and agrees in favour of the Offeror (a) to vote or to cause to be voted the Holder Shares against any Acquisition Proposal at any meeting of Shareholders held to consider any Acquisition Proposal, (b) not to grant or agree to grant any proxy or other right to any of the Holder Shares, or enter into any voting trust or pooling agreement or arrangement or enter into or subject any such Holder Shares to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting thereof, (c) not to option, sell, transfer, dispose of, pledge, encumber, grant a security interest in or otherwise convey any Holder Shares or any right or interest therein, or agree to do any of the foregoing except pursuant to the Offer, (d) not to exercise any securityholder rights or remedies available at common law or pursuant to the

BCBCA or applicable securities legislation to delay, hinder, prevent, interfere with or challenge the Offer in any manner and (e) not to, and not to give any undertaking to, accept or vote or to cause to be voted the Holder Shares in respect of a Superior Proposal at any meeting of Shareholders held to consider any Superior Proposal.

3.8 Assistance

Until the termination of this Agreement, the Holder irrevocably covenants and agrees in favour of the Offeror to use its reasonable best efforts to assist the Offeror to successfully complete the Offer including, without limitation, (a) using its reasonable best efforts to keep all its nominees on the Board unless requested otherwise by the Offeror, (b) cooperating (and using its reasonable efforts to cause the Corporation to cooperate) with the Offeror in making all requisite regulatory filings in respect of the Offer, and giving evidence in relation thereto, and (c) using its reasonable best efforts to cause its representatives and nominees on the Board and on the boards of directors of the Corporation's Subsidiaries to vote against any resolutions, decisions or actions of the Board that are not permitted under the terms of the Support Agreement and vote in favour of any resolutions, decisions or actions of the Board that would be required to implement the terms of the Support Agreement, which shall include to vote in such a way as is required in order to comply with the covenants set out in Article 4 of the Support Agreement.

ARTICLE 4 FIDUCIARY DUTIES OF THE HOLDER

Notwithstanding any provision of this Agreement to the contrary, a director, officer or employee of the Holder or an Affiliate thereof that is a director or officer of the Corporation shall not be limited or restricted in any way whatsoever in the exercise of his fiduciary duties and duty of care as a director or officer of the Corporation, including without limitation, responding in his capacity as a director or officer of the Corporation to a *bone fide* written Acquisition Proposal in compliance with the Support Agreement and providing information to such party provided that the Board has determined in good faith that such Acquisition Proposal constitutes, or could reasonably be expected to lead to, a Superior Proposal and that the failure to take such action would be inconsistent with its fiduciary duties and duty of care under applicable Laws.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Holder

The Holder 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 and the entering into the Support Agreement:

5.1.1 Authority and Capacity.

- (a) The Holder is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation, and has the right, corporate power and authority to enter into this Agreement and to perform all of such Holder's obligations under this Agreement. Such Holder, its shareholders and board

of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize the entering into and the execution, delivery and performance of this Agreement.

- (b) This Agreement has been duly executed and delivered by the Holder and constitutes a valid and binding obligation of the Holder, enforceable against the Holder in accordance with its terms subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity.
- (c) The execution and delivery by the Holder of this Agreement and performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, will not result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights under (i) any provision of the Holder's certificate of incorporation, articles, by-laws or other constituting documents, (ii) any shareholders agreement or any other similar agreement or understanding with any party to which the Holder is a party to, or (iii) any applicable Laws.

5.1.2 Ownership of Holder Shares. The Holder is the sole registered and beneficial owner of the Holder Shares, with good and marketable title thereto free of any and all Encumbrances. The Holder will not acquire, directly or indirectly, prior to the Expiry Time, any additional Common Shares. 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 from the Holder of all or any portion of the Holder Shares or of any interest therein. The Holder is not the registered or beneficial owner of any Common Shares or securities convertible into or exercisable or exchangeable for Common Shares other than the Holder Shares.

5.1.3 Tax Act. The Holder is a non-resident of Canada for the purposes of the Tax Act.

5.1.4 Legal Proceedings. Except as disclosed in Section 3.1(f) of the Disclosure Letter under the subtitle "'Snapback' obligation", there is no private or governmental action, suit, proceeding, claim or arbitration or, to the knowledge of the Holder, investigation pending before any Governmental Entity, or threatened against the Holder that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Holder's ability to consummate the transactions contemplated by this Agreement. There is no order of any Governmental Entity against the Holder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Holder's ability to perform its obligations hereunder or the title of the Holder to any of the Holder Shares by this Agreement.

5.2 Representations and Warranties of The Offeror

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

5.2.1 Authority and Capacity.

- (a) The Offeror is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and has the right, corporate power and authority to enter into this Agreement and to perform all of the Offeror's obligations under this Agreement. The Offeror, its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize the entering into and the execution, delivery and performance of this Agreement.
- (b) This Agreement has been duly executed and delivered by the Offeror and constitutes a valid and binding obligation of the Offeror, enforceable against the Offeror in accordance with its terms subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity.
- (c) The execution and delivery by the Offeror of this Agreement and performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, will not result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights under any (i) provision of the Offeror's certificate of incorporation, articles, by-laws or other constituting documents, (ii) shareholders agreement or any other similar agreement or understanding with any party to which the Offeror is a party to, or (iii) applicable Laws.

5.2.2 Approvals and Consents. Except as contemplated by the Support Agreement, no sanction, ruling, consent, order, exemption, permit, declaration, filing, waiver or other approval of any Governmental Entity or other Person is required to be obtained by the Offeror in connection with the execution and delivery of this Agreement, the performance by the Offeror of its obligations hereunder and the consummation by the Offeror of the transactions contemplated hereby.

5.3 Survival

The representations and warranties of the parties set forth in this Article 5 shall survive the termination of this Agreement or the completion of the Offer and shall continue in full force and effect for the benefit of the other party.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time to time prior to the Expiry Time, be amended by mutual written agreement of the parties hereto.

6.2 Termination by the Parties

This Agreement may be terminated at any time prior to the Effective Date:

6.2.1 by the mutual written consent of the Holder and the Offeror;

6.2.2 by the Holder, when not in material default in its performance of its obligations hereunder, if (i) the Offeror is in default of any material covenants or obligations under this Agreement or the Support Agreement, (ii) any representation or warranty of the Offeror under this Agreement or the Support Agreement is untrue or incorrect in any material respect, or shall have become untrue or incorrect in any material respect at any time prior to the Expiry Time, and such default or inaccuracy is not curable or, if curable, is not cured by the earlier of such date which is 30 days from the date of notice of such breach and the Expiry Time, or (iii) the terms of the Offer are not in conformity, in all material respects, with the terms of the Offer set out in the Support Agreement;

6.2.3 by the Offeror, when not in material default in its performance of its obligations hereunder, if (i) the Holder is in default of any material covenants or obligations under this Agreement or (ii) any representation or warranty of the Holder under this Agreement is untrue or incorrect in any material respect, or shall have become untrue or incorrect in any material respect at any time prior to the Expiry Time, and such default or inaccuracy is not curable or, if curable, is not cured by the earlier of such date which is within 30 days from the date of notice of such breach and the Expiry Time.

6.3 Automatic Termination

Unless extended by mutual agreement of the Holder and the Offeror, this Agreement shall automatically terminate on the first to occur of (a) the Expiry Time, (b) the date the Offer has been terminated or withdrawn by the Offeror, and (c) the Lock-Up Outside Date. For purposes of this Agreement, "**Lock-Up Outside Date**" means November 12, 2012 or such later date as may be mutually agreed to in writing by the Offeror and the Holder, subject to the right of the Offeror to postpone the Lock-Up Outside Date for up to an additional 30 days if the Offeror's take-up and payment for Common Shares deposited under the Offer, including the Holder Shares, is delayed by any appealable judgment rendered by a court of competent jurisdiction enforceable against the Offeror, the Holder or the Corporation.

6.4 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 in respect of a breach of this Agreement which occurred prior to such termination and the Offeror shall no longer be required to make or pursue the Offer and, if the Offer has been made, the Holder shall be entitled to withdraw the Holder Shares from the Offer. Nothing herein shall preclude a party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements.

ARTICLE 7 GENERAL

7.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following Business Day if sent by prepaid overnight courier, 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):

7.1.1 If to the Holder at:

Compagnie française de mines et métaux
33, rue La Fayette
75009 Paris, France

Attention: Olivier Wantz, Président Directeur Général
Fax: 33 1 34 96 16 38
E-mail: olivier.wantz@areva.com

with a copy (which shall not constitute notice) to:

AREVA
33, rue La Fayette
75009 Paris, France

Attn: Benjamin Frémeaux, Senior Executive VP Strategy, Mergers & Acquisition
Fax: 33 1 34 96 16 08
E-mail: benjamin.fremeaux@areva.com

and

Attn: Antoine Rain, General Counsel Mergers & Acquisitions
Fax: 33 1 34 96 16 39
E-mail: antoine.rain@areva.com

and with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
600 de Maisonneuve Blvd. West
Suite 2200
Montreal, Qc H3A 3J2

Attention: Bruno Arnould
Fax: 514-982-4099
E-mail: bruno.arnould@blakes.com

7.1.2 If to the Offeror at:

Weather Investments II S.à r.l.
12 rue Guillaume Kroll
L1882
Luxembourg

Attention: Michel Hubert / Fabio Ceccarelli
Fax: +352 27 125062
E-mail: michel.hubert@weathertwo.com / fabio.ceccarelli@weathertwo.com

with a copy (which shall not constitute notice) to:

Norton Rose Canada LLP
1 Place Ville Marie
Suite 2500
Montréal, QC H3B 1R1

Attention: Niko Veilleux
Fax: 514-286-5474
E-mail: niko.veilleux@nortonrose.com

7.2 Assignment

No party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that the Offeror may assign all or part of its rights and/or obligations to a direct or indirect wholly-owned Subsidiary, provided that the Offeror shall remain liable jointly and severally with its assignee for any obligations hereunder.

7.3 References to Common Shares

References to “Common Shares” or “Holder Shares” include any shares or securities into which the Holder Shares 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 Holder Shares, and references to per share offer consideration set forth in the Support Agreement shall be subject to equitable adjustment to reflect any such change to the capitalization of the Corporation.

7.4 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns and no third party shall have any rights hereunder.

7.5 Waiver and Modification

The Holder and the Offeror may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective must be in writing executed by the party granting such waiver or consent. No waiver shall operate as a waiver of any other matter whatsoever.

7.6 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, either before or after the Expiry Time, at the request of the other party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

7.7 Notification of Certain Matters

The Offeror and the Holder will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Expiry Time, of any event or state of facts of which it is aware which occurrence or failure would, or would be reasonably likely to (a) cause any of its representations or warranties contained herein to be untrue or inaccurate on the date hereof or on the Expiry Time, or (b) result in the failure in any material respect to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it on or prior to the Expiry Time.

7.8 Expenses

Each of the parties shall pay its own legal, financial, advisory, accounting and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the Offer and any other costs and expenses whatsoever and howsoever incurred.

7.9 Public Announcements

Except to the extent required by Law, no public announcement or press release concerning the matters referred to in this Agreement may be made by the Offeror or the Holder without the prior written consent of the other party. Except to the extent required by Law, no copy of this Agreement may be provided by the Offeror or the Holder to any other person, except their respective directors, officers, employees, advisors or lenders, without the prior written consent of the other party, such consent not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be publicly filed on SEDAR by the Corporation and the provisions of this

Agreement may be summarized in the Directors' Circular and the Bid Circular, and in any material change report filed by the Corporation in connection with the public announcement of the Offer.

7.10 Governing Laws

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the Parties hereby irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and the Offer.

7.11 Time of Essence

Time shall be of the essence in this Agreement.

7.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall 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 this page left blank intentionally)

Appendix 1
Announcement

See attached.



2001, rue University, bureau 400
Montréal (Québec) Canada H3A 2A6
T 514.987.5115 F 514.987.5119
lamancha.ca

NEWS RELEASE

Montreal, July 13, 2012

All amounts are in CA dollars, unless otherwise indicated

**LA MANCHA REACHES DEFINITIVE AGREEMENT TO BE ACQUIRED
BY WEATHER II AT A PRICE OF \$3.50 PER SHARE.
THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS ACCEPTANCE OF THE OFFER**

July 13, 2012 - La Mancha Resources Inc. (TSX: LMA, hereinafter "La Mancha" or the "Company") announced today that it has entered into an agreement (the "Support Agreement") with Weather Investments II S.à.r.l. ("Weather II"), pursuant to which Weather II has agreed, subject to the terms of the Support Agreement, to offer to purchase all outstanding common shares of La Mancha by way of a take-over bid at a price of \$3.50 per share in cash (the "Offer"). Weather II is one of the many successful businesses managed by Mr. Naguib Sawiris. The wider Sawiris Family of Egypt have substantial indirect interests in existing operations in the telecoms, construction and fertilizers, cement, real estate and hotel development industries.

The Offer represents a premium of approximately 55.6% to the closing price of the Company's common shares on the TSX on July 12, 2012, immediately prior to the announcement of the Offer and a premium of approximately 43.1% to the 20-day volume weighted average price as at July 12, 2012 of the Company's common shares on the TSX.

As announced on March 14, 2012, La Mancha established a special committee of independent Directors (the "Special Committee") to conduct an auction process to solicit acquisition proposals to maximize value for all shareholders. As a result of this process, a number of proposals were received from different parties. After consultation with its financial advisers, BMO Capital Markets, and legal advisers, Fasken Martineau DuMoulin LLP, and after receiving the unanimous recommendation of the Special Committee, La Mancha's Board of Directors has unanimously determined that the Offer is fair to the holders of La Mancha common shares and has agreed to recommend to shareholders that they accept the Offer.

Dominique Delorme, President and CEO commented, "We are glad to announce a transaction that should benefit all of La Mancha's stakeholders. While offering a significant premium to our shareholders, this transaction will enable the La Mancha team to pursue the development of its projects with its partners in Sudan, Côte d'Ivoire and Australia with the support of a strong financial partner. We are delighted by the show of confidence expressed by Weather II through this transaction and are looking forward to put our operating and development expertise at their service".

Naguib Sawiris, Chairman & CEO of Weather II commented, "We are very pleased to reach agreement on this acquisition. The Company represents an extremely attractive opportunity with a geographically diverse portfolio of assets offering exposure to growth and development stage projects. We look forward to working with the strong management team to realize the full potential of the Company going forward".

DOCSMTL: 47945901

The auction process was launched following a request received from La Mancha's majority shareholder, Compagnie Française de Mines et Métaux ("CFMM"), a wholly-owned subsidiary of AREVA Mines ("AREVA"). CFMM has entered into a hard lock-up with Weather II pursuant to which it has irrevocably agreed to tender 90 million shares, or approximately 62.8% of the Company's fully diluted outstanding shares, into the Offer. Under the lock-up, CFMM has no ability to tender its shares under a competing transaction while the Offer is outstanding.

La Mancha's financial advisor, BMO Capital Markets, has provided an opinion to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations, and qualifications stated in such opinion, the consideration proposed to be paid to the holders of La Mancha common shares pursuant to the Offer is fair from a financial point of view to La Mancha shareholders.

The Support Agreement provides that La Mancha may not solicit other offers, subject to the ability of La Mancha's Board of Directors, in the exercise of their fiduciary duties, to consider certain unsolicited acquisition proposals made by third parties. The Support Agreement also includes, among other things, customary provisions relating to support of the Offer by the Company's Board of Directors, non-solicitation covenants, fiduciary out provisions and a right in favor of Weather II to match any unsolicited acquisition proposal from a third party that the Board of Directors of the Company determines, in the exercise of its fiduciary duties, to be superior to the transaction contemplated by the Support Agreement. The Support Agreement provides for payment to Weather II of a termination fee of approximately \$15 million if the acquisition is not completed in certain specified circumstances. The obligation of Weather II to take up and pay for La Mancha common shares pursuant to the Offer is subject to certain conditions, including the absence of a material adverse change with respect to La Mancha. The Offer is not conditional on financing. Weather II may waive certain conditions of the Offer in certain circumstances. If the Offer is successful, Weather II has agreed to take steps available to it under relevant corporate and securities laws to acquire any remaining outstanding La Mancha common shares.

Weather II has announced that it intends to commence its Offer and to mail its Take-over Bid Circular within 15 business days of the signing of the Support Agreement. The Offer will be open for acceptance for a period of not less than 35 days. Weather II has committed to take up and pay for the shares within two business days of being obligated to take up the shares. La Mancha's Board of Directors intends to mail its Directors' Circular recommending the Offer at the same time as the mailing of the Weather II Take-over Bid Circular. The details of the Offer will be contained in the Take-over Bid Circular, which will be available at www.sedar.com.

BMO Capital Markets is acting as financial advisor to the Company and Fasken Martineau DuMoulin LLP is acting as legal counsel to the Company. Deutsche Bank is acting as financial advisor and Blakes is acting as legal counsel to AREVA. Société Générale is acting as financial advisor and Norton Rose LLP is acting as legal counsel to Weather II.

ABOUT LA MANCHA RESOURCES INC.:

La Mancha Resources Inc. is an international gold producer based in Canada with operations, development projects and exploration activities in Africa, Australia and Argentina. La Mancha's shares trade on the Toronto Stock Exchange (TSX) under the symbol "LMA". For more information, visit the Company's website at www.lamancha.ca.

Forward-looking Information

This press release contains forward-looking statements relating to the proposed acquisition of the Company. Statements based on management's current expectations contain known and unknown inherent risks and uncertainties. Actual results may vary from forecasts. The reader should not place undue faith in forward-looking information. The completion of the transactions

contemplated by the Support Agreement is subject to certain conditions. Failure to complete such transactions could have a material adverse effect on the trading price of shares of the Company.

For additional information, please contact:

La Mancha Resources Inc.

Martin Amyot

SVP Corporate Development

Tel: (514) 987-5115 Ext. 25

Email: info@lamancha.ca

Nicole Blanchard

Investor Relations

(514) 987-5115 Ext. 26

nblanchard@lamancha.ca

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**COMPAGNIE FRANÇAISE DE MINES ET
MÉTAUX**

Per: (signed) Benjamin Fremaux
Name: Benjamin Fremaux
Title: Areva Senior Executive VP
Strategy, Merger & Acquisition
DULY AUTHORIZED

WEATHER INVESTMENTS II S.À R.L.

Per: (signed) Michel Christian Hubert
Name: Michel Christian Hubert
Title: Chief Financial Officer