

## **SUPPORT AND VOTING AGREEMENT**

THIS AGREEMENT is made as of June 11, 2020.

BETWEEN

**Alan Pangbourne**  
(hereinafter called the “**Shareholder**”),

AND

**12049163 Canada Inc.**,  
a corporation existing under the laws of Canada,  
(hereinafter called the “**Purchaser**”).

### **Recitals**

- A. The Shareholder is the legal and beneficial owner of common shares (“**Common Shares**”) in the capital of Guyana Goldfields Inc. (the “**Company**”), as described more particularly on Schedule A hereto (together with any additional Common Shares acquired by the Shareholder at any time from the date hereof, the “**Subject Shares**”).
- B. The Purchaser and the Company are concurrently herewith entering into an arrangement agreement (the “**Arrangement Agreement**”) contemplating an arrangement under Section 192 of the *Canada Business Corporations Act* pursuant to which, among other things, the Purchaser will acquire all of the Common Shares (the “**Transaction**”).
- C. The Shareholder has agreed to vote or cause to be voted the Subject Shares in favour of the Arrangement Resolution and the Stated Capital Resolution on the terms and subject to the conditions set forth herein.
- D. In consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows.

### **ARTICLE 1 – DEFINED TERMS**

- 1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to such terms in the Arrangement Agreement.

### **ARTICLE 2 - COVENANTS OF THE SHAREHOLDER**

- 2.1 The Shareholder hereby covenants and agrees that it shall, from the date hereof until the termination of this Agreement pursuant to Article 6:
  - (a) not option for sale, offer, sell, transfer, assign, exchange, gift, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein (legal or equitable), to any Person or agree to do any of the foregoing, other than (i)

pursuant to the Arrangement Agreement, (ii) to an affiliate of the Shareholder or (iii) if the Shareholder is an individual, (A) to any member of the Shareholder's immediate family or to a trust for the benefit of the Shareholder or any member of the Shareholder's immediate family or (B) upon the death of the Shareholder;

- (b) except to the extent contemplated by this Agreement, not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of the shareholders of the Company or give consents or approval of any kind with respect to any of the Subject Shares;
- (c) not exercise the voting rights attaching to the Subject Shares in respect of any proposed action by the Company in a manner which would reasonably be expected to prevent or materially delay the successful completion of the Transaction or the other transactions contemplated by the Arrangement Agreement;
- (d) not make any statements which may reasonably be construed as being opposed to the Transaction or the other transactions contemplated by the Arrangement Agreement or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, delaying or varying the Transaction or the other transactions contemplated by the Arrangement Agreement or any aspect thereof, including not exercise any securityholder rights or remedies available at common law or pursuant to applicable Securities Laws; and
- (e) not exercise any Dissent Rights.

2.2 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in its capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Company. Without limiting the foregoing, the Purchaser acknowledges and agrees that the Shareholder may take any action in his or her capacity as a director or officer of the Company to discharge such Shareholder's fiduciary duties as a director and/or officer of the Company under applicable Law or that is permitted by the Arrangement Agreement and any such action by the Shareholder shall not constitute a violation of this Agreement.

### **ARTICLE 3 - AGREEMENT TO VOTE**

3.1 The Shareholder hereby covenants and agrees from the date hereof until the termination of this Agreement pursuant to Article 6:

- (a) to vote or to cause to be voted the Subject Shares at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement Resolution and the Stated Capital Resolution and any other matter necessary for the consummation of the Transaction;
- (b) to vote or cause to be voted the Subject Shares against any Acquisition Proposal and/or any matter that would reasonably be expected to materially delay, prevent

or frustrate the successful completion of the Transaction at any meeting of the shareholders of the Company called for the purposes of considering same; and

- (c) no later than five Business Days prior to the date of the Company Meeting, to deliver or cause to be delivered to the transfer agent of the Company designated in the Company Circular a duly executed proxy or proxies directing the holder of such proxy or proxies to vote the Subject Shares in favour of the Arrangement Resolution and the Stated Capital Resolution and/or any other matter necessary for the consummation of the Transaction, with such proxy or proxies naming as proxyholder those individuals as may be designated by the Company in the Company Circular and such proxy or proxies shall not be revoked without the prior written consent of the Purchaser or unless this Agreement is terminated pursuant to Article 6.

#### **ARTICLE 4- REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

- 4.1 The Shareholder represents and warrants as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:
  - (a) the Shareholder has the capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his, her or its obligations hereunder;
  - (b) this Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;
  - (c) the Shareholder has the right to vote all of the Subject Shares and all of the Subject Shares shall, immediately prior to the Effective Time, be beneficially owned by the Shareholder with good and marketable title thereto, free and clear of any and all Liens;
  - (d) the Shareholder is not party to any agreement for the sale, disposition, transfer or voting of any of the Subject Shares, except this Agreement;
  - (e) none of the execution and delivery by the Shareholder of this Agreement or the performance of its obligations hereunder will result in a material breach of (i) any agreement or instrument to which the Shareholder is a party or (ii) any Law or any judgment, decree, order or award of any Governmental Entity, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder; and
  - (f) as of the date hereof, the Subject Shares and the securities set forth on Schedule A are the only Common Shares and securities exercisable or

convertible into or exchangeable for Common Shares of the Company owned by the Shareholder.

The representations and warranties of the Shareholder set forth in this Article 4 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

#### **ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

5.1 The Purchaser represents and warrants as follows and acknowledges that the Shareholder is relying upon these representations and warranties in connection with the entering into of this Agreement:

- (a) the Purchaser has the capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought; and
- (c) none of the execution and delivery by the Purchaser of this Agreement or the performance of its obligations hereunder will result in a material breach of (i) any agreement or instrument to which the Purchaser is a party or (ii) any Law or any judgment, decree, order or award of any Governmental Entity, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Purchaser to perform its obligations hereunder.

The representations and warranties of the Purchaser set forth in this Article 5 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

#### **ARTICLE 6 - TERMINATION**

6.1 This Agreement shall be terminated upon the earliest of:

- (a) the date upon which the Shareholder and the Purchaser mutually agree to terminate this Agreement;
- (b) the date, if any, on which the Purchaser (i) decreases the amount of consideration per Common Share, Company Option, Company DSU or Company RSU payable pursuant to the Plan of Arrangement or (ii) otherwise amends the Arrangement Agreement or Plan of Arrangement in a manner that is adverse to the interests of the holders of Common Shares, Company Options, Company DSUs or Company RSUs;

- (c) the termination of the Arrangement Agreement in accordance with its terms; or
- (d) the Effective Time.

6.2 In the event that this Agreement is terminated pursuant to Section 6.1, this Agreement shall be of no further force or effect and there shall be no liability on the part of any party. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

#### **ARTICLE 7 - DISCLOSURE**

7.1 The Shareholder (a) consents to the details of this Agreement being set out in the Company Circular in respect of the Transaction and this Agreement being made publicly available, including by filing on SEDAR, as may be required pursuant to applicable Securities Laws, and (b) consents to and authorizes the publication and disclosure by the Purchaser and the Company of its identity and holding of Subject Shares and the nature of its commitments and obligations under this Agreement in any press release, the Company Circular in respect of the Transaction or any other disclosure document in connection with the Transaction and any transactions contemplated by the Arrangement Agreement. Except as contemplated by the immediately preceding sentence and as otherwise required by applicable Law or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. A copy of this Agreement may be provided to the Company.

#### **ARTICLE 8 - GENERAL**

- 8.1 Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.
- 8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.
- 8.3 This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.
- 8.4 Each of the parties hereto agrees with the others that: (i) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be

entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy.

- 8.5 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.
- 8.6 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 8.7 This Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

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

SIGNED, SEALED & DELIVERED )  
In the presence of: )  
 )  
 )  
 )  
\_\_\_\_\_)  
Witness )

(signed) "*Alan Pangbourne*"  
\_\_\_\_\_  
Alan Pangbourne

**12049163 CANADA INC.**

By: (signed) "Shaoyang Shen"  
Name: Shaoyang Shen  
Title: Director

**ZIJIN MINING GROUP CO., LTD.**

By: (signed) "Shaoyang Shen"  
Name: Shaoyang Shen  
Title: Deputy President

**Schedule A**

**Ownership of Securities**

<b>Name of Shareholder:</b>	<b>Alan Nigel Pangbourne</b>
<b>Common Shares beneficially owned:</b>	<b>245,000</b>
<b>Registered holder (if different than beneficial owner):</b>	<b>Maria Angelica Jara Gallardo - 45,000 Common Shares</b>
<b>Company Options held:</b>	<b>None</b>
<b>Other securities beneficially owned that are exercisable or exchangeable for, or convertible into, Common Shares:</b>	<b>Deferred Share Units - 92,928</b>