

## LOCK-UP AGREEMENT

**THIS LOCK-UP AGREEMENT** (this "**Agreement**") dated September 4, 2015 between Batero Gold Corp. (the "**Offeror**"), a corporation governed under the laws of British Columbia, and Silvercorp Metals Inc., a corporation governed under the laws of British Columbia (the "**Seller**").

### WHEREAS:

- A. The Seller is the beneficial owner of, or exercises control or direction over, the CB Gold Common Shares described in Appendix I hereto;
- B. The Offeror has entered into a support agreement (the "**Support Agreement**") with CB Gold Inc. (the "**Company**") dated July 23, 2015;
- C. This Agreement sets out the terms and conditions of the Seller's agreement to support the Amended Offer.
- D. The Offeror is relying on the covenants, representations and warranties of the Seller set forth in this Agreement in amending the Offer to increase the value of the Offer to all holders of CB Gold Common Shares.

**NOW THEREFORE** in consideration of the Offeror amending the Offer to increase the value of the Offer to all shareholders of CB Gold Common Shares and the premises and covenants and agreements herein contained, the Offeror and the Seller agree as follows:

### ARTICLE 1 OFFER

#### 1.1 Amended Offer for CB Gold Common Shares

The Offeror will publicly announce an intention to amend its Offer (the "**Amended Offer**") to allow shareholders of the Company to be entitled to receive, at their option, for each CB Gold Common Share they hold either \$0.06 in cash or 0.8000 of a Batero Common Share, in each case subject to proration. The maximum amount of cash consideration payable by the Offeror under the Offer will be equal to one half of the total consideration (approximately \$5.4 million). The maximum number of Batero Common Shares issuable by the Offeror pursuant to the Amended Offer will be approximately 72.3 million (based on the number of CB Gold Common Shares outstanding on September 4, 2015). The Offeror shall enter into discussions with the Company to amend the Support Agreement accordingly.

#### 1.2 Take-Up and Payment

Provided all conditions to the Amended Offer have been satisfied or waived prior to the Expiry Time, the Offeror will take up and pay for all the CB Gold Common Shares deposited under the Amended Offer not later than three (3) business days following the time at which it first becomes entitled to take up such securities under the Offer pursuant to applicable Laws.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES**

**2.1 Representations and Warranties of the Seller**

The Seller represents and warrants to and in favour of the Offeror as follows as at the date hereof and immediately prior to the time at which the Seller's Securities are taken up and paid for under the Offer, and acknowledges that the Offeror is relying upon such representations and warranties in connection with the entry into of this Agreement by the Offeror:

- (a) Legal Authority. The Seller has full legal power and authority to execute and deliver this Agreement, to perform all of its obligations hereunder and to consummate the transactions contemplated hereby.
- (b) Ownership, etc. The Seller (i) is the beneficial owner of, or (ii) exercises control and direction over all of the Seller's Securities. The only securities of the Company legally or beneficially owned by the Seller, or over which the Seller exercises control or direction at the date hereof, including securities which by their terms are exercisable, convertible or exchangeable for CB Gold Common Shares, are those listed on Appendix I to this Agreement. For greater certainty the term "Seller's Securities" as used herein, includes the CB Gold Common Shares and Options listed on Appendix I and CB Gold Common Shares into which such Options may be converted through the exercise thereof in accordance with their terms. Except for the securities set out in Appendix I, the Seller has no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Seller or transfer to the Seller of additional securities of the Company (other than any agreements or amendments that the Seller may enter into to facilitate the exercise, cancellation or surrender of its Options, if any, as contemplated under the Support Agreement).
- (c) Good Title. The CB Gold Common Shares included in the Seller's Securities, together with any CB Gold Common Shares issued on exercise of the Options included in the Seller's Securities, will be transferred to and acquired by the Offeror pursuant to the Offer with good and marketable title, free and clear of any and all Encumbrances. The Seller's Securities are not subject to any securityholders' agreement, voting trust or similar agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting the Seller's Securities or the ability of the Seller (or, after the acquisition of the CB Gold Common Shares, including the CB Gold Common Shares issued on exercise of the Options included in the Seller's Securities, by the Offeror pursuant to the Offer, the Offeror) to exercise all ownership rights thereto, including the voting of any Seller's Securities.
- (d) No Agreements. No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Seller, or any registered holder of Seller's Securities or any other Person, of any of the Seller's Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (e) No Proceeding Pending. On the date hereof, there is no claim, action, lawsuit, arbitration, mediation or other proceeding to which the Seller is a party or in respect of which it has

been served written notice, or to the Seller's actual knowledge, pending or threatened against the Seller, that relates or could relate to this Agreement or otherwise materially impairs or would reasonably be expected to materially impair the ability of the Seller to consummate the transactions contemplated hereby or the title of the Seller to any of the Seller's Securities.

- (f) Consents. 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 Entity or other Person as a condition to the lawful completion of the Contemplated Transactions or the execution and delivery by the Seller and enforcement against the Seller of this Agreement.
- (g) Non-Contravention. The execution of this Agreement and the performance by the Seller of its obligations hereunder does not (and 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 manner, or allow any other Person to exercise any rights under any of the terms or provisions of any agreement, contract or indenture to which the Seller is a party or by which the Seller's property or the Seller's Securities are bound, and will not result in the violation by the Seller of any Laws.
- (h) Sophisticated Seller. The Seller has independently and without reliance upon the Offeror, and based on such information as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that the Offeror has not made and does not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement.
- (i) Execution and Delivery. 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 except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally, (ii) general equitable principles or (iii) limitations under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

## **2.2 Representations and Warranties of the Offeror**

The Offeror represents and warrants in favour of the Seller as follows as at the date hereof and immediately prior to the time at which the CB Gold Common Shares included in the Seller's Securities are taken up and paid for under the Offer, and acknowledges that the Seller is relying upon these representations and warranties in connection with the entry into of this Agreement by the Seller:

- (a) Existence and Authorization. The Offeror is validly existing under the laws of its jurisdiction of incorporation and has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder and under the Support Agreement.
- (b) Execution and Delivery. This Agreement has been duly executed and delivered by the Offeror and constitutes a legal, valid and binding obligation, enforceable by the Seller against the Offeror in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally, (ii) general equitable principles or (iii) limitations

under applicable Laws in respect of rights of indemnity, contribution and waiver of contribution.

- (c) Non-Contravention. This Agreement does not (and 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 violation of, or conflict with in any 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 it is a party or by which it or any of its property or assets is bound and will not result in the violation by the Offeror of any Laws.
- (d) Sufficient Funds. The Offeror has sufficient funds, or adequate arrangements (in compliance with Applicable Securities Laws) for financing are in place, to ensure that it will have sufficient funds, to pay the Offer Price in respect of all of the outstanding CB Gold Common Shares.
- (e) Consents. Other than as publicly disclosed by the Offeror, there is no requirement of the Offeror 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 Entity or other Person as a condition to the lawful completion of the Contemplated Transactions or the execution and delivery by the Offeror and enforcement against the Offeror of this Agreement.

### **ARTICLE 3 COVENANTS OF THE SELLER**

#### **3.1 General**

The Seller covenants that from the date of the Amended Offer until the termination of this Agreement pursuant to Section 5.1, the Seller will:

- (a) not, directly or indirectly, (i) make, solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing non-public information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding any Acquisition Proposal, (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise cooperate in any way with, or assist or participate in, knowingly encourage or otherwise facilitate, any effort or attempt by any Person to make any Acquisition Proposal, or (iii) otherwise cooperate in any way with any effort or attempt by any other Person or group to do or seek to do any of the foregoing;
- (b) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Persons (other than the Offeror and any of its affiliates or Representatives) conducted heretofore by the Seller or its Representatives with respect to any potential Acquisition Proposal;
- (c) not grant an option on, sell, transfer, pledge, encumber, grant any Encumbrance on or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Seller's Securities, or any right or interest therein (legal or equitable), to any Person or group (except to the Offeror or any of its affiliates) or agree to do any of the foregoing;

- (d) not grant or agree to grant any proxy, power of attorney or other right to vote the Seller's Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote with respect to any of the Seller's Securities;
- (e) not requisition or join in any requisition of any meeting of holders of CB Gold Common Shares;
- (f) not take any other action of any kind, directly or indirectly, that (i) would make any representation or warranty of the Seller contained herein untrue or incorrect, or (ii) might reasonably be regarded as likely to prevent, impede, delay, interfere, postpone or discourage the successful completion of the Offer or any other Contemplated Transactions;
- (g) exercise all Options (other than out-of-the-money Options or Options being surrendered or cancelled in accordance with Section 2.3 of the Support Agreement) presently or subsequently legally or beneficially owned by the Seller, or over which the Seller exercises control or direction; and the Seller agrees that all such CB Gold Common Shares issuable upon the exercise of such Options, shall be validly deposited to the Offer in accordance with Section 4.1 of this Agreement;
- (h) irrevocably waive, and agree not to exercise, any rights of appraisal or rights of dissent that the Seller may have with respect to the Seller's Securities;
- (i) not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Seller's Securities pursuant to this Agreement;
- (j) not commence or participate in, and shall, and hereby agrees to, take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or the Offeror or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of the Support Agreement;
- (k) promptly notify the Offeror of the number of any new CB Gold Common Shares acquired by the Seller after the date hereof and all such new CB Gold Common Shares shall be deemed Seller's Securities and subject to the terms of this Agreement as though owned by the Seller as of the date hereof;
- (l) agree with CB Gold to terminate and cancel any Options and Warrants not exercised by the Seller prior to the Expiry Time; and
- (m) execute any and all documents and perform any and all commercially reasonable acts required by this Agreement to satisfy all of its obligations hereunder.

### **3.2 Ability to Accept Superior Proposal**

Notwithstanding anything else in this Agreement, the Seller shall be entitled to terminate this Agreement and withdraw its securities for the purpose of tendering such securities to a superior proposal as determined in the sole discretion of the Seller, that is made for the CB Gold Common Shares after the date hereof.

### **3.3 Acknowledgement**

The Offeror acknowledges and agrees that the Seller is bound hereunder solely in his or her capacity as a Shareholder and that the provisions hereof shall not be deemed or interpreted to bind the Seller in his or her capacity as a director, officer or employee of CB Gold. For the avoidance of doubt, nothing in this Agreement shall limit any Person from fulfilling his or her fiduciary duties as a director or officer of CB Gold.

## **ARTICLE 4 DEPOSIT AND NON-WITHDRAWAL**

### **4.1 Deposit**

The Seller agrees to deposit or cause to be deposited with the depositary under the Offer all of the Seller's Securities within five (5) days after the signing of this Agreement. In the event the Seller subsequently obtains any additional CB Gold Common Shares, such CB Gold Common Shares shall likewise be deposited to the Offer, as soon as practicable and in any event prior to the Expiry Time.

## **ARTICLE 5 TERMINATION OF AGREEMENT**

### **5.1 Termination**

This Agreement may be terminated:

- (a) at any time upon the written agreement of the Offeror and the Seller;
- (b) by the Offeror by written notice to the Seller if the Seller is in material breach of any representation, warranty or covenant of the Seller contained herein;
- (c) in the event of a superior proposal to the Amended Offer as determined in the sole discretion of the Seller; or,
- (d) by the Seller upon written notice to the Offeror if the Offeror is in material breach of any representation, warranty or covenant of the Offeror contained herein.

This Agreement shall be automatically terminated if (a) the Support Agreement is terminated in accordance with its terms, or (b) the Offer has been terminated, withdrawn or expired or the Outside Date has occurred, in each case without the CB Gold Common Shares deposited thereunder having been taken up and paid for by the Offeror.

### **5.2 Effect of Termination**

If this Agreement is terminated pursuant to Section 5.1, or Section 3.2 there shall be no liability or further obligation on the part of any party hereto.

## **ARTICLE 6 GENERAL**

### **6.1 Disclosure**

Except as required by Laws or applicable stock exchange requirements, the Seller shall not make any public announcement or statement with respect to the Amended 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 by the Seller relating to the Amended Offer or this Agreement and agrees to consult with the Offeror prior to issuing such public announcement. The Seller consents to the Offeror disclosing the existence of this Agreement in any press release or other public disclosure document and consents to a copy of this Agreement being provided to the Company and filed on, or submitted to, the System for Electronic Document Analysis and Retrieval ("**SEDAR**") in Canada on or following the date hereof. The Seller acknowledges and agrees that a summary of this Agreement and the negotiations leading to its execution and delivery will appear in the Offer Documents, in any Directors' Circular and/or in any other public disclosure document required by Applicable Securities Laws in connection with any Alternative Transaction.

### **6.2 Withholding**

The Seller acknowledges that the Company (and the Offeror, as applicable) shall withhold and remit to the relevant Governmental Entity any amounts necessary in compliance with applicable Law and in connection therewith may withhold such number of CB Gold Common Shares otherwise issuable on the exercise of Options, as may be necessary to satisfy the Company's withholding obligations under applicable Law.

### **6.3 Further Assurances**

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

### **6.4 Assignment**

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior express written consent of the other party. Notwithstanding the foregoing provisions of this Section 6.4, the Offeror may assign all or any part of its rights or obligations under this Agreement to an affiliate, provided that if such assignment takes place, the Offeror shall continue to be liable to the Seller for any default in performance by the assignee.

### **6.5 Time**

Time shall be of the essence of this Agreement.

### **6.6 Currency**

All sums of money referred to in this Agreement shall mean Canadian funds.

## **6.7 Governing Law**

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 non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

## **6.8 Entire Agreement and Schedules**

This Agreement, including the Appendix hereto, constitutes and comprises the entire agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof. The Appendix hereto shall for all purposes form an integral part of this Agreement. The Seller acknowledges having been provided by the Company, and reviewed, a copy of the Support Agreement.

## **6.9 Amendment**

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

## **6.10 Common Shares**

References to "Common Shares" and "Seller's Securities" include any securities into which the Common 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 such securities.

## **6.11 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.

## **6.12 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party shall be in writing and may be given by delivering same in person or sending same by overnight courier addressed to the Party to which the notice is to be given at its address for service herein with a copy to be sent to the party by e-mail on or before the next day. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a business day, if not, then the next succeeding business day, in the place of receipt) unless actually received after 4:30 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next business day.

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

- (a) if to the Seller, at the address set out in Appendix I
- (b) if to the Offeror:  
         Batero Gold Corp.

1305 – 1090 W. Georgia Street  
Vancouver, BC V6E 3V7

Attn: Felipe Ferraro  
E-mail: [fferraro@coripuno.com.pe](mailto:fferraro@coripuno.com.pe)

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

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

Attn: George Dubé  
E-Mail: [dubeg@bennettjones.com](mailto:dubeg@bennettjones.com)

### **6.13 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party 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 as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

### **6.14 Definitions, Gender and Number**

Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Support Agreement. Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

### **6.15 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.

### **6.16 Expenses**

Each of the parties shall bear their own legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement.

### **6.17 Counterparts**

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of facsimile or email transmission.

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

**OFFEROR:**

**BATERO GOLD CORP.**

Per: (signed) "*Juan David Uribe*"

\_\_\_\_\_  
Name: Juan David Uribe

Title: Director

**SELLER:**

**SILVERCORP METALS INC.**

(signed) "*Lorne Waldman*"

\_\_\_\_\_  
Name: Lorne Waldman

Title: Senior Vice President

\_\_\_\_\_  
Witness

**APPENDIX I  
SELLER'S SECURITIES**

**NAME:** Silvercorp Metals Inc.

**ADDRESS:** 1378 – 200 Granville Street, Vancouver, B.C. Canada \_\_\_\_\_

Attn: Lorne Waldman \_\_\_\_\_

**EMAIL:** waldman@silvercorp.ca \_\_\_\_\_

	<b>Number of Securities</b>	<b>Number of CB Gold Common Shares issuable on exercise (if applicable)</b>	<b>Exercise Price (if applicable)</b>
<b>CB Gold Common Shares</b>	7,857,256		
<b>Options</b>			
<b>Warrants</b>			