VOTING AGREEMENT

THIS AGREEMENT made as of the 9th day of June, 2020.

B E T W E E N:

CHRISTOPHER BATALHA,
(hereinafter referred to as the “**Shareholder**”),

- and -

NEW GOLD INC.,
a corporation existing under the laws of the Province of British Columbia,

(hereinafter referred to as “**New Gold**”).

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of common shares (the “**Subject Shares**”) in the capital of Artemis Gold Inc. (“**Artemis**”), as more particularly described on Schedule A hereto;

AND WHEREAS New Gold and Artemis are entering into an asset purchase agreement concurrently herewith (the “**Asset Purchase Agreement**”) pursuant to which, among other things, Artemis will acquire the Purchased Assets from New Gold (the “**Transaction**”);

AND WHEREAS New Gold and Artemis will enter into the Gold Stream Agreement concurrently with the closing of the Transaction;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to (i) vote or cause to be voted, at a meeting of Artemis shareholders (the “**Artemis Meeting**”), all of his or her Subject Shares in favour of such shareholder resolutions as are deemed necessary by the TSX Venture Exchange and required under Applicable Law (the “**Shareholder Approval Matters**”) to give effect to the Transaction including, for greater certainty, the Financing (including any portion thereof provided pursuant to the Commitment Letter), and (ii) abide by the restrictions and covenants set forth herein;

AND WHEREAS New Gold is relying on the covenants, representations and warranties of the Shareholder set forth in this Agreement in connection with New Gold’s execution and delivery of the Asset Purchase Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Asset Purchase Agreement.

1.2 Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

(a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an “Article” or “Section” followed by a number refer to the specified Article or Section of this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;

(e) the word “including” is deemed to mean “including without limitation”;

(f) the terms “party” and “the parties” refer to a party or the parties to this Agreement; and

(g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time.

1.3 Any time period within which any action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends. Whenever any action is required to be taken or period of time is to expire on a day other than a business day, such action shall be taken or period shall expire on the next following business day.

1.4 Schedule A to this Agreement constitutes an integral part hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE SHAREHOLDER

2.1 The Shareholder hereby irrevocably and unconditionally covenants and agrees that it shall, from the date hereof until the earlier of (i) Closing, and (ii) the termination of this Agreement pursuant to Article 6, except in accordance with the terms of this Agreement:

(a) not option, offer, sell, assign, transfer, exchange, 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 group or agree to do any of the foregoing;

(b) 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 Shareholders or give consents or approval of any kind with respect to any of the Subject Shares or relinquish or modify the Shareholder's right to exercise control or direction over or to vote any Subject Shares or agree to do any of the foregoing;

(c) exercise the voting rights attaching to the Subject Shares to oppose any proposed action by Artemis, its shareholders, and of Artemis's subsidiaries or any other person which action could reasonably be expected to prevent or delay or interfere with the successful completion of the Transaction or other transactions contemplated in the Asset Purchase Agreement;

(d) not requisition or join in any requisition of any meeting of shareholders of Artemis without the prior written consent of New Gold;

(e) not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Transaction and the other transactions contemplated by the Asset Purchase Agreement and this Agreement;

(f) not vote or cause to be voted any of the Subject Shares in respect of any proposed action by Artemis or its Shareholders or affiliates or any other person or group in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Transaction or the other transactions contemplated by the Asset Purchase Agreement and this Agreement; and

(g) not do indirectly that which it may not do directly by the terms of this Article 2.

The Shareholder hereby acknowledges and agrees that any securities in the capital of Artemis purchased by the Shareholder, by private agreement or otherwise (including in the Financing) or obtained through the exercise of options or warrants, shall be deemed to be subject to the terms hereof as Subject Shares.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Shareholder hereby irrevocably and unconditionally covenants and agrees that it shall, from the date hereof until the earlier of (i) Closing, and (ii) the termination of this Agreement pursuant to Article 6:

(a) vote or cause to be voted the Subject Shares at the Artemis Meeting (or any adjournment or postponement thereof) in favour of the Shareholder Approval Matters and any other matter that could reasonably be expected to facilitate the Transaction, including, for greater certainty, the Financing (including any portion thereof provided pursuant to the Commitment Letter);

(b) vote or cause to be voted the Subject Shares against any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Transaction at any meeting of the shareholders of Artemis called for the purpose of considering same;

(c) no later than five Business Days prior to the date of the Artemis Meeting, deliver or cause to be delivered to Artemis, with a copy to New Gold concurrently, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Shareholder Approval Matters or any matter that could reasonably be expected to facilitate the Transaction, including, for greater certainty, the Financing (including any portion thereof provided pursuant to the Commitment Letter); and

(d) ensure that such proxy or proxies shall name those individuals as may be designated by Artemis in the proxy circular sent to Artemis shareholders in connection with the Artemis Meeting and shall not be revoked without the written consent of New Gold.

3.2 Nothwithstanding any other provision of this Agreement, the Shareholder shall not be required to vote or cause to be voted the Subject Shares on any matter on which the Shareholder is not permitted to vote pursuant to Applicable Law, including for greater certainty, any applicable rule, policy or requirement of a stock exchange.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

4.1 The Shareholder represents, warrants and, where applicable, covenants to New Gold as follows and acknowledges that New Gold is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Asset Purchase Agreement:

(a) Incorporation. If the Shareholder is a corporation or other legal entity, the Shareholder has been duly formed and is validly existing under the laws of its incorporating or organizing jurisdiction.

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

(c) Ownership of Subject Shares and Other Securities. The Shareholder is, and will be on the record date for the Artemis Meeting, the direct or indirect beneficial owner of the Subject Shares, with good title thereto.

(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, acquisition or transfer of any of the Subject Shares, or any interest therein or right thereto, except pursuant to this Agreement.

(e) Voting. Other than pursuant to this Agreement, none of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

(f) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Authority which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder and enforcement against the Shareholder of this Agreement; or (ii) the consummation of any transactions by the Shareholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation.

(g) Legal Proceedings. There is no claim, action, lawsuit, arbitration, mediation or other legal proceedings in progress or pending or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its affiliates that would adversely affect in any manner (i) the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or (ii) the title of the Shareholder to any of the Subject Shares.

(h) No Other Securities. The only securities in the capital of Artemis beneficially owned or controlled, directly or indirectly, by the Shareholder as at the date hereof are his, her or its Shares and other securities listed on Schedule A and the Shareholder has no other 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 Shareholder or transfer to the Shareholder of additional securities in the capital of Artemis.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF NEW GOLD

5.1 New Gold represents, warrants and, where applicable, covenants to the Shareholder as follows and acknowledges that the Shareholder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) Incorporation. New Gold is a corporation validly existing under the laws of British Columbia.

(b) Power and Authority. New Gold has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Authorization. The execution and delivery of this Agreement by New Gold and the performance by it of its obligations hereunder have been duly authorized and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by New Gold and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation, enforceable by the Shareholder against New Gold in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction.

(d) Consents. No authorization, approval, licence, permit, order, authorization of, or registration, declaration or filing with, any third party or Governmental Authority is required to be obtained or made by New Gold in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

ARTICLE 6
TERMINATION

6.1 This Agreement may be terminated:

(a) at any time by written agreement of New Gold and the Shareholder;

(b) by New Gold, in its sole discretion, upon written notice to the Shareholder if:

(i) any of the representations and warranties of the Shareholder under this Agreement shall not be true and correct in any material respect; or

(ii) the Shareholder shall not have complied with any of his, her or its covenants to New Gold contained in this Agreement in any material respect;

provided, however, that such termination shall be without prejudice to any rights which New Gold may have as a result of any default by the Shareholder prior to such termination.

6.2 Unless extended by mutual written agreement of the Shareholder and New Gold, this Agreement shall automatically terminate on the first to occur of: (i) the Outside Date; (ii) the Closing; and (iii) the date that the Asset Purchase Agreement is terminated in accordance with its terms.

6.3 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 the representations, warranties, covenants, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to him, her or it.

ARTICLE 7
DISCLOSURE

7.1 Except as required by Applicable Law or by any Governmental Authority 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. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Applicable Law. The parties consent to the disclosure of the substance of this Agreement in any press release or any circular relating to the Transaction and to the filing of this Agreement as may be required pursuant to Applicable Law.

ARTICLE 8
FIDUCIARY DUTIES

8.1 New Gold acknowledges and agrees that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of Artemis and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder in his, her or its capacity as a director and/or officer of Artemis, as applicable. Nothing in this Agreement shall limit any person from fulfilling his, her or its fiduciary duties as a director and/or officer of Artemis.

ARTICLE 9
GENERAL

9.1 This Agreement shall become effective upon execution and delivery hereof by the Shareholder.

9.2 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.

9.3 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.

9.4 Time shall be of the essence of this Agreement.

9.5 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person or sent by email or similar means of recorded electronic communication, addressed as follows:

(a) in the case of the Shareholder:

[Redacted - Personal Information]

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____

Attention: Chris Batalha

Email [Redacted - Personal Information]

(b) in the case of New Gold:

New Gold Inc.
Brookfield Place
181 Bay Street, Suite 3320
Toronto, ON M5J 2J3

Attention: Renaud Adams, President and Chief Executive Officer
Email **[Redacted - Personal Information]**
With a copy to: **[Redacted - Personal Information]**

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

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Richard Fridman
Email: **[Redacted - Personal Information]**

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day). Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 9.5.

9.6 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 in that province. 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.

9.7 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 equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, 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. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

9.8 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.

9.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, undertakings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

9.10 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.

9.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart.

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

by ***"Christopher Batalha"***
Name: Christopher Batalha

NEW GOLD INC.

by ***"Ankit Shaw"***
Name: Ankit Shaw
Title: VP Strategy and Business Development

SCHEDULE A
OWNERSHIP OF SHARES OF ARTEMIS GOLD INC.

Name: Christopher Batalha

Number of Shares held (directly or indirectly): **[Redacted]**

Number of Options held (directly or indirectly): **[Redacted]**

Number of Warrants held (directly or indirectly): **[Redacted]**