LOCK-UP AGREEMENT

THIS AGREEMENT made the 12th day of December, 2024.

B E T W E E N:

ALEX RODRIGUEZ,
an individual resident in the Province of Ontario,

(hereinafter called the "**Shareholder**"),

- and -

AGNICO EAGLE MINES LIMITED,
a corporation existing under the laws of the Province of Ontario,

(hereinafter called the "**Offeror**"),

WHEREAS the Offeror is concurrently herewith entering into a support agreement (as the same may be amended, modified, replaced, supplemented or amended and restated from time to time, the "**Support Agreement**") with O3 Mining Inc. (the "**Company**") which provides for, among other things, the Offeror making an offer (the "**Offer**") to purchase all of the outstanding common shares in the capital of the Company (the "**Common Shares**"), including Common Shares issued after the date of the Offer and prior to the Expiry Time upon the conversion, exchange or exercise of Convertible Securities (other than Common Shares owned by the Offeror or any of its affiliates), at a price per Common Share of $1.67 in cash;

AND WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the Common Shares and other Securities listed in **Error! Reference source not found.**;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to (i) tender, or cause to be tendered, to the Offer all Common Shares beneficially owned, or over which control or direction is exercised, by the Shareholder at any time from the date hereof to and including the Expiry Time (the "**Subject Shares**") and (ii) abide by the restrictions and covenants set forth herein;

AND WHEREAS the Offeror is relying on the covenants, representations and warranties of the Shareholder set forth in this Agreement in connection with the Offeror's execution and delivery of the Support Agreement and in making the Offer;

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 Support Agreement. All references herein to the

Support Agreement or any portion thereof refer to the Support Agreement as amended, modified, restated or waived.

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”, “Section” or “Schedule” followed by a number refer to the specified Article or Section of or Schedule to 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 term “Deposit Date” means the 35th day following commencement of the Offer, which is expected to be on or about January 23, 2025;

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

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

(h) any reference to this Agreement means this Agreement as amended, modified, replaced, supplemented or amended and restated from time to time; and

(i) all dollar amounts refer to Canadian dollars.

1.3 Any time period within which a payment is to be made or any other 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 payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

ARTICLE 2
THE OFFER

2.1 Subject to Section 2.2, the Offeror hereby agrees and confirms to the Shareholder that the Offeror shall make the Offer, or cause the Offer to be made, in accordance with the terms and subject to the conditions set forth in the Support Agreement and shall take up and pay for all Common Shares tendered under the Offer, including all Subject Shares, as soon as reasonably possible and, in any event, not later than three Business Days following the time at which the Offeror becomes first entitled pursuant to applicable Securities Laws to take up such Common Shares in accordance with the terms and subject to the conditions of the Offer.

2.2 The obligation of the Offeror to make the Offer or cause the Offer to be made shall be subject to the conditions set forth in the Support Agreement. The obligation of the Offeror under the Offer to take up and pay for Shares deposited to the Offer and not withdrawn shall not be subject to any conditions, save and except for the conditions set forth in the Support Agreement. The Offeror may, in its sole and absolute discretion, modify or waive, in whole or in part, any term or condition of the Offer or transfer or assign to one or more of its affiliates the right to purchase all or any portion of the Common Shares deposited pursuant to the Offer, as permitted by applicable Securities Laws; provided that the Offeror shall not, without the prior written consent of the Company: (a) increase the Minimum Tender Condition; (b) impose additional conditions to the Offer; (c) decrease the Offer Price (other than in accordance with Section 2.4 (*Adjustment to Offer Price*) of the Support Agreement); (d) decrease the number of Common Shares in respect of which the Offer is made; (e) change the form of consideration payable (other than to increase total consideration per Common Share and/or add additional consideration or consideration alternatives, in each case without reducing the total consideration payable per Common Share); or (f) otherwise vary the Offer in a manner adverse to Shareholders.

ARTICLE 3
CERTAIN COVENANTS OF THE SHAREHOLDER

3.1 The Shareholder hereby covenants and irrevocably agrees that it shall, from the date hereof until the termination of this Agreement pursuant to Article 7, except in accordance with the terms of this Agreement:

(a) not, directly or indirectly, through any of its officers, directors, employees, representatives or agents, as applicable, or otherwise, (i) solicit, assist, initiate, encourage or facilitate (including by way of discussion, negotiation, furnishing information, permitting any visit to any facilities or properties of the Company or any of its Subsidiaries, or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that could reasonably be expected to lead to, any Acquisition Proposal, (ii) engage or participate in any discussions or negotiations regarding, or provide any information with respect to or otherwise cooperate with any Person (other than the Offeror and its Representatives) regarding any Acquisition Proposal or potential Acquisition Proposal, (iii) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal, (iv) provide any information relating to the Company to any Person or group in connection with any Acquisition Proposal, or (v) otherwise co-operate in any way with any effort or attempt by any other Person or group to do or seek to do any of the foregoing; provided, however, that nothing contained in this Section 3.1(a) shall prevent the Shareholder, if a member of the Board or an officer of the Company, acting solely in his or her capacity as such and not on his or her own behalf, from engaging in discussions or negotiations with or furnishing information to any Person in response to an unsolicited *bona fide* Acquisition Proposal made in writing to the Board by such Person (which Acquisition Proposal did not result from a breach of this Agreement, the Support Agreement or the Exclusivity Agreement) in circumstances where the Company is permitted by Section 5.3 (*Responding to an Acquisition Proposal*) of the Support Agreement to engage in such discussions or negotiations or furnish such information;

(b) immediately cease and cause to be terminated all existing solicitations, discussions, negotiations encouragement or activity, if any, with any Person or group or any agent or representative of any Person or group conducted before the date of this Agreement with respect to any Acquisition Proposal or any potential Acquisition Proposal

(c) promptly notify the Offeror of any proposal, inquiry, offer or request relating to, or of discussions or negotiations in respect of, an Acquisition Proposal or potential Acquisition Proposal or any proposal, inquiry, offer or request or discussions or negotiation that could reasonably be expected to lead to an Acquisition Proposal of which the Shareholder becomes, directly or indirectly, aware. Such notification shall be made first orally and then in writing and shall include a description of the material terms and conditions together with a copy of all documentation relating to any such proposal, inquiry, offer or request or discussions or negotiations within the Shareholder's possession;

(d) 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 or with any Person or group (other than to or with the Offeror or any of its affiliates, in accordance with applicable Securities Laws) or agree to do any of the foregoing;

(e) promptly revoke any proxy, power of attorney or other right to vote the Subject Shares granted on or prior to the date of this Agreement and not, directly or indirectly, 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, commitment, understanding or arrangement (oral or written) 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;

(f) not vote or cause to be voted any of the Subject Shares in favour of, and shall exercise the voting rights attaching to the Subject Shares to oppose, any proposed action by the Company or its Shareholders or affiliates or any other Person or group which could reasonably be expected to (i) prevent or delay the successful completion of the Offer or the other transactions contemplated by the Support Agreement and this Agreement or (ii) have a Material Adverse Effect;

(g) not requisition or join in any requisition of any meeting of Shareholders without the prior written consent of the Offeror;

(h) not take any other action of any kind, directly or indirectly, that (i) may cause the representations and warranties of the Shareholder under this Agreement to be untrue or incorrect or (ii) could reasonably be expected to reduce the success of, or delay or interfere with the completion of, the Offer and the other transactions contemplated by the Support Agreement and this Agreement; and

(i) not do indirectly that which it may not do directly by the terms of this Article 3.

ARTICLE 4
AGREEMENT TO TENDER

4.1 The Shareholder hereby covenants and agrees that if the Offeror makes the Offer in compliance with Article 2 (including any variance of the Offer permitted in accordance with Section 2.2) and the Support Agreement, the Shareholder shall, as soon as practicable, and in any event on or before the 10^{th} Business Day prior to the Deposit Date, irrevocably deposit or cause to be irrevocably deposited with the depositary under the Offer in acceptance of the Offer all of the Subject Shares (including any Subject Shares held through a personal holding company controlled by the Shareholder) in accordance with the terms of the Offer, and thereafter the Shareholder shall not withdraw or take any action to withdraw or cause the withdrawal of any of the Subject Shares deposited under the Offer (notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which the Shareholder might have) except upon the termination of this Agreement in accordance with its terms. The Shareholder shall promptly notify the Offeror of the number of any Common Shares that the Shareholder purchases or otherwise acquires beneficial ownership of at any time after the execution of this Agreement through to and including the Expiry Time and acknowledges that such Common Shares shall be subject to the terms of this Agreement and shall constitute “Subject Shares” for the purposes hereof. For the avoidance of doubt, nothing contained in this Agreement shall require the Shareholder to deposit under the Offer any Common Shares issuable upon the conversion, exercise, or settlement of Equity Awards until such time as such Equity Awards vest and are exercised or settled (as applicable), all in accordance with Sections 2.6 and 2.7 of the Support Agreement (as applicable), including the timing for deposit contemplated therein.

4.2 For greater certainty, for the purposes of this Agreement, the term “Common Shares” shall include all shares or other securities into or for which the Common Shares may be converted, exchanged or otherwise changed pursuant to any reorganization, merger, amalgamation or other transaction involving the Company prior to the acquisition of the Subject Shares by the Offeror under the Offer.

4.3 If the Offeror concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than the Offer (such as a plan of arrangement or amalgamation) whereby the Offeror and/or its affiliates would, directly or indirectly, effectively acquire all the Common Shares or all or substantially all of the business, properties and assets of the Company on economic and other terms and conditions (including tax treatment) having consequences to the Shareholder that are reasonably equivalent to or superior to those contemplated by this Agreement and the Support Agreement (any such transaction is referred to herein as an “**Alternative Transaction**”), then the Shareholder agrees to support the completion of the Alternative Transaction in the same manner as the Offer, including, if necessary, by promptly voting the Subject Shares in favour of a special resolution approving the Alternative Transaction.

4.4 In the event of any proposed Alternative Transaction, any reference in this Agreement to the Offer shall refer to the Alternative Transaction, to the extent applicable, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction, and all references herein to the Expiry Time or the expiry of the Offer shall refer to the date of closing of the transactions contemplated by the Alternative Transaction.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

5.1 The Shareholder 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 Subject Shares are taken up and paid for under the Offer, and acknowledges that the Offeror is relying upon these representations and warranties in connection with the entering into of this Agreement and the Support Agreement and the purchase by the Offeror of the Subject Shares under the Offer:

(a) the Shareholder has the requisite legal capacity, power and authority to execute and deliver this Agreement and to perform 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 Offeror, constitutes a legal, valid and binding obligation, enforceable by the Offeror against the Shareholder 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;

(c) as of the date hereof, the Shareholder is the sole registered and/or direct or indirect beneficial owner of the number of Common Shares and other Securities listed in **Error! Reference source not found.**;

(d) the Shareholder has the sole right to sell and vote all the Subject Shares beneficially owned by the Shareholder and all the Subject Shares held by the Shareholder shall, at the time at which the Offeror takes up and pays for such Subject Shares, be beneficially owned solely by the Shareholder with good and marketable title thereto, free and clear of any and all Liens of any nature or kind whatsoever;

(e) 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 beneficially owned by the Shareholder or any interest therein or right thereto, except the Offeror pursuant to this Agreement;

(f) none of the execution and delivery by the Shareholder of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Shareholder with the Shareholder's obligations hereunder will result in a breach of or constitute a default (with or without notice of lapse of time or both) under any provision of (i) any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; (ii) any Order; or (iii) any Law relevant in the context of the Offer or this Agreement;

(g) there is no requirement for the Shareholder to make any filing with, give any notice to, or obtain any permit, licence, sanction, ruling, order, exemption from, or consent, approval or waiver of, any Governmental Entity or other Person as a condition to the execution and delivery by the Shareholder of this Agreement, the enforcement of this Agreement against the Shareholder or the lawful completion of the transactions contemplated by the Support Agreement and this Agreement, except as may be required to satisfy insider and early warning reporting requirements under applicable Securities Laws;

(h) (i) as of the date hereof, the only securities of the Company owned, directly or indirectly, or over which control or direction is exercised, by the Shareholder are those listed in **Error! Reference source not found.** and (ii) except as listed in **Error! Reference source not found.**, the Shareholder 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 Shareholder or transfer to the Shareholder of additional Shares; and

(i) as of the date hereof, there are no Proceedings in progress or pending or, to the knowledge of the Shareholder, threatened against the Shareholder 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.

The representations and warranties of the Shareholder set forth in this Article 5 shall survive the completion of the purchase by the Offeror of the Subject Shares under the Offer and, despite such completion, shall continue in full force and effect for the benefit of the Offeror for a period of one year from the date of this Agreement, except for the representation and warranty in Section 5.1(d), which shall survive indefinitely.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE OFFEROR

6.1 The Offeror represents and warrants to and in favour of the Shareholder as follows as at the date hereof and immediately prior to the time at which the Subject Shares are taken up and paid for under the Offer, and acknowledges that the Shareholder is relying upon these representations and warranties in connection with the entering into of this Agreement and the sale by the Shareholder of the Subject Shares under the Offer:

(a) the Offeror is a corporation duly formed and validly existing under the Laws of the Province of Ontario and has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) the execution and delivery of this Agreement by the Offeror 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 the Offeror and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation, enforceable by the Shareholder against the Offeror 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;

(c) other than the Required Regulatory Approvals, no authorization, approval, licence, permit, order, authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required to be obtained or made by the Offeror 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;

(d) the Offeror has made adequate arrangements to ensure that sufficient funds are available to the Offeror to effect payment in full for the purchase of all of the Common Shares subject to the Offer; and

(e) the execution of this Agreement and the performance by the Offeror 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 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 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.

The representations and warranties of the Offeror set forth in this Article 6 shall survive the completion of the purchase by the Offeror of the Subject Shares under the Offer and, despite such completion, shall continue in full force and effect for the benefit of the Shareholder for a period of one year from the date of this Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement may be terminated:

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

(b) by the Shareholder upon notice to the Offeror, if:

(i) the Offeror is in material breach of any representation, warranty or covenant of the Offeror contained herein and such breach has not been cured within five Business Days of written notice of such breach being given;

(ii) the Offeror has not taken up and paid for the Common Shares deposited under the Offer by the Outside Date, as such date may be extended under the Support Agreement;

(iii) the Offer shall have expired or shall have been withdrawn in accordance with its terms without the Offeror having purchased any Common Shares pursuant to the Offer; or

(iv) the Support Agreement has been terminated in accordance with Section 6.2(d)(ii) of the Support Agreement; and

(c) by the Offeror upon notice to the Shareholder, if:

(i) the Shareholder has not complied in all material respects with its covenants to the Offeror contained herein;

(ii) any representation or warranty of the Shareholder under this Agreement is at the date hereof or becomes at any time prior to the Expiry Time untrue or incorrect in any material respect;

(iii) the Support Agreement has been terminated in accordance with its terms; or

(iv) any of the conditions to the Offer are not satisfied or (where permitted by Law) waived by the Offeror at or prior to the Expiry Time;

provided, however, that any such termination shall not prejudice the rights of a party as a result of any breach by any other party of its obligations hereunder. Upon termination of this Agreement, the Shareholder shall be entitled to withdraw any of the Subject Shares tendered under the Offer.

ARTICLE 8
DISCLOSURE

8.1 The Shareholder irrevocably and unconditionally (a) consents to the details of this Agreement being set out in the circular in respect of the Offer and this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable Securities Laws, (b) consents to and authorizes the publication and disclosure by the Offeror of its identity and holding of Subject Shares, the nature of its commitments and obligations under this Agreement and any other information, in each case that the Offeror reasonably determines is required to be disclosed by applicable Law in any press release, the circular in respect of the Offer or any other disclosure document in connection with the Offer and any transactions contemplated by the Support Agreement, (c) agrees promptly to give to the Offeror any information it may reasonably require for the preparation of any such disclosure documents, and (d) agrees to promptly notify the Offeror of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect. Except as contemplated by the immediately preceding sentence and as otherwise required by applicable Laws 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, conditioned or delayed. A copy of this Agreement may be provided to the directors of the Company.

8.2 Prior to the first public disclosure of this Agreement by the Offeror or the abandonment of the Offer by the Offeror, the Shareholder shall not disclose the existence of this Agreement, the terms and conditions of this Agreement or the existence of discussions or negotiations between the parties to any Person other than the Shareholder’s advisors (provided that the Shareholder’s advisors shall be required to comply with the foregoing disclosure obligations and the Shareholder agrees to be responsible for any breach of such disclosure obligations by any of the Shareholder’s advisors to any Person other than the Shareholder’s advisors) without the prior written consent of the Offeror.

8.3 Except for disclosure in respect of this Agreement permitted in accordance with Section 8.2, the Shareholder shall not make any public disclosure or statement with respect to, or in any way referencing, the Offeror (which shall include the name of, logo of, or any other reference in any way to, the Offeror or any of its affiliates), without the prior written consent of the Offeror. For certainty, “public disclosure” shall include press releases, presentations, conference materials, social media postings or other content produced by the Shareholder that is widely distributed or made available on any website, social media or other platform maintained or controlled by or on behalf of the Shareholder.

ARTICLE 9
GENERAL

9.1 The Shareholder hereby covenants and agrees that it will not agree, commit or acquiesce to, or encourage or facilitate, any breach by the Company of its obligations under Section 4.1(b)(xxviii) (*Conduct of Business of the Company*) of the Support Agreement and shall promptly repay to the Company on demand any amounts paid to the Shareholder in contravention thereof.

9.2 [Reserved].

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

9.4 Each of the parties 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.

9.5 This Agreement shall not be assignable by any party without the prior written consent of the other party. Notwithstanding the foregoing, the Offeror may assign this Agreement to its affiliate without the prior written consent of the Shareholder. 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.

9.6 Time shall be of the essence of this Agreement.

9.7 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, at the address set out in **Error! Reference source not found.**; or

(b) in the case of the Offeror:

Agnico Eagle Mines Limited
145 King Street East, Suite 400
Toronto, Ontario M5C 2Y7

Attention: Chris Vollmershausen, Executive Vice President, Legal, General Counsel and Corporate Secretary
Email [*Redacted – Personal Information*]

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

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

Attention: Patricia Olasker and Marc Pontone
Email: polasker@dwpv.com and mpontone@dwpv.com

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 9.7.

9.8 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 (a) 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, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

9.9 The Shareholder agrees with the Offeror that: (a) money damages would not be a sufficient remedy for any breach of this Agreement by the Shareholder; (b) in addition to any other remedies at law or in equity that the Offeror may have, the Offeror shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to it, in the event of any breach by the Shareholder of the provisions of this Agreement; and (iii) the Shareholder agrees that if it is a defendant or respondent it shall waive any requirement for the securing or posting of any bond in connection with such remedy. The Shareholder hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The Offeror shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the Shareholder's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies of the Offeror for the breach of this Agreement by the Shareholder but shall be in addition to all other remedies at law or in equity.

9.10 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 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 transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

9.11 This Agreement, including the Schedule hereto, 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. The Schedule hereto shall for all purposes form an integral part of this Agreement.

9.12 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.

9.13 The Shareholder acknowledges that (a) the Shareholder has read this Agreement and the Support Agreement in their entirety, understands this Agreement and agrees to be bound by its terms and conditions; (b) the Shareholder has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and (c) the Shareholder is entering into this Agreement voluntarily.

9.14 This Agreement and any document contemplated by or delivered under or in connection with this Agreement may be executed in any number of counterparts (including, without limitation, in electronic form and/or with electronic signatures), with the same effect as if all parties had executed and delivered the same Agreement or document, and all counterparts shall be construed together to be an original and will constitute one and the same Agreement or document.

[Remainder of this page is intentionally left blank; signature page follows.]

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

AGNICO EAGLE MINES LIMITED

by *(signed) "Chris Vollmershausen"*
Name: Chris Vollmershausen
Title: Executive Vice President, Legal, General Counsel & Corporate Secretary

(signed) "Alex Rodriguez"
ALEX RODRIGUEZ

SCHEDULE A
SUBJECT SECURITIES

Shareholder Name: Alex Rodriguez

Address: [*Redacted – Personal Information*]

Email: [*Redacted – Personal Information*]

Type of Security	**Number of Securities**	**Number of Common Shares Issuable on Conversion / Exercise**	**Exercise Price**
Common Shares	39,300	-	-
Options	165,000	165,00	$1.98 - $3.26
RSUs	195,000	Up to 195,000	-
DSUs	-	-	-
Warrants	11,400	11,400	$1.45