

SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 23rd day of October, 2018

AMONG:

TASEKO MINES LIMITED a corporation existing under the laws of the Province of British Columbia;

(the "**Purchaser**")

- and -

MATCO INVESTMENTS INC., a corporation existing under the laws of the Province of Alberta;

("**Matco**")

RECITALS:

1. Matco, is the beneficial owner of, and has control and direction over, 8,683,944 common shares ("**Subject Shares**") of Yellowhead Mining Inc. ("**Yellowhead**").
2. The Purchaser is contemplating the acquisition of all of the outstanding common shares of Yellowhead and all other securities convertible into common shares of Yellowhead by way of plan of arrangement or other voting transaction, or by way of a formal take- over bid (in either case, the "**Transaction**") at a price per common share of not less than CDN\$1.00 (the "**Minimum Consideration Value**").
3. This Agreement sets out the terms and conditions of the agreement of Matco to support the Transaction, vote the Subject Shares in favour of, and/or tender the Subject Shares to, the Transaction, as applicable, and abide by the other restrictions and covenants set forth below.
4. Matco acknowledges that the Purchaser would not proceed with the Transaction but for the execution and delivery of this Agreement by Matco.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the Purchaser and Matco hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the

equivalent) of such entity, and for the avoidance of doubt, Yellowhead is not an affiliate of Matco;

"Acquisition Agreement" means an arrangement, support or similar agreement between the Purchaser and Yellowhead (or their respective affiliates) in respect of the Transaction or any Alternative Transaction (but for greater certainty excluding any confidentiality, exclusivity or standstill agreement), provided that (i) the consideration to be received by shareholders of Yellowhead for their Shares under the Acquisition Agreement will consist of the Acquisition Consideration; (ii) the value of the Acquisition Consideration will be not less than the Minimum Consideration Value, as determined herein, and (iii) the Acquisition Agreement will otherwise be on terms acceptable to the Purchaser in its sole discretion provided that no such terms will require material actions on the part of Matco which are not otherwise contemplated herein;

"Acquisition Consideration" means the listed and free-trading (subject to control distribution limitations) common shares of the Purchaser to be issued to the shareholders of Yellowhead for their Shares pursuant to either the Acquisition Agreement or an Eligible Take-Over Bid;

"Acquisition Consideration Value" means deemed value of the Acquisition Consideration as determined pursuant Section 1.7 of this Agreement;

"Acquisition Proposal" means, other than the Transaction Proposal and any other transaction to which the Purchaser and Yellowhead are parties, any proposal, offer or expression of interest or inquiry regarding (i) any merger, take-over bid, amalgamation, plan of arrangement, share exchange, business combination, consolidation, recapitalization, reorganization, joint venture, partnership or similar transaction, including any single or multi-step transaction or series of related transactions, or liquidation, dissolution or winding-up in respect of Yellowhead or any of its subsidiaries, (ii) any sale or acquisition of all or a material portion of the assets of Yellowhead or any of its subsidiaries, or (iii) any sale or acquisition of any of the Shares or the outstanding equity or other securities (or any new issuance of a material number of such securities) of Yellowhead or any of its subsidiaries, in each case including any single or multi- step transaction or series of related transactions;

"associate" means a director, officer or control person of Matco or an affiliate of Matco;

"Business Day" means any day, other than a Saturday, Sunday or any statutory or bank holiday in the Provinces of British Columbia and Alberta;

"Eligible Take-Over Bid" means a formal take-over bid commenced by the Purchaser or its affiliate(s) for the Shares that complies with the requirements of National Instrument 62-104 and includes the following terms:

- (i) the Eligible Take-Over Bid may be made either pursuant to an Acquisition Agreement, or unilaterally by the Purchaser without the support of Yellowhead;
- (ii) the Eligible Take-Over Bid will be made in accordance with applicable securities laws;
- (iii) the Eligible Take-Over Bid will be for 100% of the Shares with a minimum completion condition of not greater than 66 2/3% of the Shares;

- (iv) the Consideration for the Shares will be a price of not less than CDN\$1.00 per Share to be paid by issuance of the Acquisition Consideration;

"Material Adverse Change" means any one or more changes, events, occurrences or state of facts, which, either individually or in the aggregate, are, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, liabilities, financial condition or continued ownership, development, prospects and operation of Yellowhead and its subsidiaries and the properties of Yellowhead and its subsidiaries;

"MI 61-101" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders*;

"Parties" means collectively, the Purchaser and Matco; and **"Party"** means any one of the Parties;

"Person" means any individual, limited or general partnership, corporation or other body corporate, limited liability company, trust, trustee, joint venture, association, bank, governmental or regulatory entity, or other type of organization or entity, however designated or constituted, whether or not a legal entity; and

"Shares" means common shares of Yellowhead; and

"Transaction Proposal" means a proposal to be made by the Purchaser to Yellowhead for the entering into by the Purchaser and Yellowhead of an Acquisition Agreement.

1.2 Singular; Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement.

1.4 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

All references in this Agreement to amounts of money are expressed in lawful money of Canada, and "\$" refers to Canadian dollars.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties irrevocably

submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of the interpretation and enforcement of this Agreement.

1.7 Determination of Acquisition Consideration Value

For the purposes of this Agreement, the Acquisition Consideration Value will be determined based on the volume weighted average price of the common shares of the Purchaser on the Toronto Stock Exchange over the five day trading period (the "**Determination Period**") ending on the date that the number of common shares of the Purchaser that will comprise the Acquisition Consideration is determined pursuant to the terms of the Acquisition Agreement or the Eligible Take-Over Bid, provided that the last day of the Determination Period shall not be before the date of this Agreement.

ARTICLE 2 COVENANTS

2.1 Transaction Proposal

Matco acknowledges and agrees that

- (a) the agreements set forth in Sections 2.2, 2.3 and 2.4 will be in full, force and effect following the execution of this Agreement in order to enable the Purchaser to proceed with a Transaction Proposal with the objective of entering into an Acquisition Agreement or, alternatively, to proceed with an Eligible Take-Over Bid within the time limits prescribed by this Agreement.
- (b) the Purchaser is under no obligation to enter into any Acquisition Agreement with Yellowhead or, alternatively, to announce and proceed with an Eligible Take-Over Bid; and
- (c) any Acquisition Agreement entered into between the Purchaser and Yellowhead will include customary representations, warranties and conditions to closing or, alternatively, any Eligible Take-Over Bid will be subject to customary conditions, which conditions (in both cases) may include the following conditions:
 - (i) Yellowhead not having (A) implemented, approved or agreed to any issuance of shares or other securities or any other transaction, capital expenditure or distribution to its shareholders outside the ordinary course of business, or (B) entered into an agreement to effect a transaction that would be reasonably likely to prevent the Purchaser from acquiring the majority of the Shares pursuant to the Transaction;
 - (ii) no circumstance, fact, change, event or occurrence having occurred that would render it impossible for the Transaction to be consummated on the terms set forth herein;
 - (iii) no cease trade order, injunction or other prohibition at law existing against the Purchaser proceeding with the Transaction or acquiring any Shares; and
 - (iv) no Material Adverse Change having occurred with respect to Yellowhead.

2.2 General Covenants of Matco

Matco covenants and agrees in favour of the Purchaser that from the date hereof until the termination of this Agreement in accordance with its terms and except as agreed to in writing by each of the Purchaser and Matco:

- (a) shall not, directly or indirectly, through any officer, director, employee, investment banker, representative or agent of either Matco and its affiliates (collectively, the "Representatives"), and shall not permit any such Person to:
 - (i) make, solicit, assist, initiate, encourage or otherwise facilitate in any way (including by way of access to or disclosure of any non-public information or entering into any form of agreement, transaction or understanding) any inquiry, proposal or offer relating to, or any effort or attempt to complete (or which could reasonably be expected to lead to the making or completion of), an Acquisition Proposal;
 - (ii) enter into, continue or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser) regarding any inquiry, proposal or offer relating to (or which could reasonably be expected to lead to the making or completion of), an Acquisition Proposal;
 - (iii) accept, approve, endorse, recommend or enter into, or publicly propose to accept, approve, endorse, recommend or enter into, any Acquisition Proposal or any letter of intent, agreement in principle, agreement (including a confidentiality or standstill agreement), arrangement, understanding or undertaking, oral or written, related to or which could reasonably be expected to lead to any Acquisition Proposal; or
 - (iv) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify support for the Transaction;
- (b) shall immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person (other than the Purchaser) by Matco or any of its Representatives with respect to any inquiry, proposal or offer relating to (or which could reasonably be expected to lead to the making or completion of) any Acquisition Proposal, whether or not initiated by either Matco or its Representatives;
- (c) shall not, directly or indirectly sell, transfer, assign, gift, grant a participation interest in, option, pledge, hypothecate, grant security interest in or otherwise convey or encumber (each, a "Transfer"), or enter into any agreement, option or other transaction with respect to the Transfer of, any Shares, or any right or interest therein (legal or equitable) to any Person or group or agree to do any of the foregoing, other than to an affiliate of Matco in accordance with Section 6.5 or as expressly contemplated by the Transaction;
- (d) shall not, directly or indirectly acquire any additional Shares or securities convertible or exchangeable into Shares;

- (e) shall not grant or agree to grant any proxy or other right to vote any Shares, or enter into any voting trust, vote pooling or other agreement with respect to voting, the right to vote, the calling of meetings of holders of Shares, or the giving of any consents or approvals of any kind with respect to the Shares, in each case other than pursuant to this Agreement, and any action attempted to be taken in violation of the foregoing will be null and void;
- (f) shall not take any other action of any kind, directly or indirectly, which would reduce the likelihood of the success of, or delay or interfere with the completion of the Transaction in a material manner;
- (g) irrevocably waives to the fullest extent permitted by law any and all rights to dissent or exercise appraisal rights with respect to any resolution relating to the approval of the Transaction;
- (h) in the event that any transaction other than the Transaction is presented for approval of or acceptance by the securityholders of Yellowhead, shall not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any Shares;
- (i) hereby agrees that any Shares as to which legal or beneficial ownership or the right to vote or the right of disposition is acquired by Matco or any of its affiliates after the date hereof shall be deemed to be subject to the terms hereof as Subject Shares;
- (j) shall notify the Purchaser promptly if any of Matco's representations and warranties contained in this Agreement become untrue or incorrect in any material respect;
- (k) enter into any transaction or agreement with Yellowhead that could result in Matco or any affiliate or associate of Matco receiving a "collateral benefit" within the meaning of MI 61-101 or being party to a "connected transaction" within the meaning of MI 61-101 that would result in Matco being ineligible to vote its Shares in the manner contemplated by this Agreement; and
- (l) shall cause each of its affiliates to comply with each of the covenants in this Section 2.2.

2.3 Voting of the Shares

From the date of this Agreement until the termination of this Agreement in accordance with its terms and except as agreed to in writing by the Purchaser:

- (a) Matco irrevocably covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with its terms or as directed in writing by the Purchaser, at any meeting of holders of Shares (whether annual or special, and at each adjourned or postponed meeting) or any consent process of the holders of Shares, Matco shall:

- (i) be represented at such meeting or otherwise cause all of the Subject Shares to be counted as present thereat for purposes of calculating a quorum or other minimum participation requirement, and respond to each request for written consent, if any; and
 - (ii) vote or consent or cause to be voted or consented by or on behalf of Matco all of the Subject Shares and other voting securities of or any other securities entitled to vote on the particular matter beneficially owned or controlled, directly or indirectly, by Matco:
 - (A) in favour of approval and adoption of the Transaction and any other actions required for the consummation of the Transaction;
 - (B) against any Acquisition Proposal and/or any other action or proposal made in opposition to or competition with or which otherwise interferes with or prevents the consummation of the Transaction; and
 - (C) against any action or proposal which could reasonably be expected to impede, interfere with, delay, postpone, prevent, frustrate or materially adversely affect the consummation of the Transaction.
- (b) Until the termination of this Agreement in accordance with its terms, and no later than five Business Days prior to the date of any meeting of holders of Shares called to vote upon the approval of the Transaction or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) relating to the Transaction is sought (each a "**Meeting**"): (i) with respect to any Shares that are registered in the name of Matco or any of its affiliates, Matco shall deliver or cause to be delivered, in accordance with the instructions set out in any information circular or management proxy circular prepared in connection with the Transaction (the "**Company Circular**") and with a copy to the Purchaser concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Transaction; and (ii) with respect to any Shares that are beneficially owned by Matco or any of its affiliates but not registered in the name of Matco or its affiliates, as applicable, Matco shall deliver a duly executed voting instruction form to the intermediary through which Matco or its affiliates, as applicable, holds its beneficial interest in such Shares, with a copy to the Purchaser concurrently, instructing that such Shares be voted at the Meeting in favour of the Transaction. Unless otherwise instructed in writing by the Purchaser, such proxy or proxies shall name those individuals as may be designated by Yellowhead in Yellowhead Circular and such proxy or proxies or voting instructions shall not be revoked without the written consent of the Purchaser or unless this Agreement has been terminated.
- (c) Matco represents that any proxies previously given in respect of the Subject Shares and any other voting securities of or equity interests in Yellowhead are not irrevocable, and that any such proxies are hereby revoked.

2.4 Tendering of Shares to an Eligible Take-Over Bid

From the date of this Agreement until the termination of this Agreement in accordance with its terms and except as agreed to in writing by the Purchaser:

- (a) Matco shall, in respect of any Eligible Take-Over Bid, tender, deposit or cause to be deposited under the Eligible Take-Over Bid all of the Subject Shares together with a duly completed and executed letter of transmittal, as soon as practicable and in any event within 15 Business Days following the mailing of the take-over bid circular in connection with an Eligible Take-Over Bid; and
- (b) Matco shall thereafter not withdraw or take any action to withdraw the Subject Shares from the Eligible Take-Over Bid under any circumstances, notwithstanding any competing offer or any statutory or other rights of withdrawal Matco may otherwise have, except as expressly permitted hereunder.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Matco

Matco represents and warrants to the Purchaser that:

- (a) Organization. Matco is duly organized and incorporated and is a validly subsisting corporation and has all necessary power, authority, capacity and right to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (b) Authorization. The execution, delivery and performance of this Agreement by Matco has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder. No approval of Matco's securityholders is or will be required in order to sell or tender the Subject Shares to the Purchaser.
- (c) Enforceability. This Agreement has been duly executed and delivered by Matco and constitutes a legal, valid and binding agreement, enforceable against Matco in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar laws affecting creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (d) Ownership of Shares. Matco is the sole beneficial owner of the Subject Shares. Other than the Subject Shares, none Matco nor any affiliate of Matco (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of Yellowhead or any of its affiliates or (ii) has any 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 Matco or any affiliate of Matco, as applicable, or transfer to Matco or any affiliate of Matco, as applicable, of additional securities of Yellowhead or any of its affiliates. Matco has the sole and exclusive right to dispose of the Subject Shares as provided in

this Agreement and none of Matco nor any affiliate of Matco is party to, bound or affected by or subject to, any charter or by law provision, statute, regulation, judgment, order, decree or law of which a breach would occur as a result of the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.

- (e) Not Joint Actors. Matco is not acting jointly or in concert with any other party in respect of the Transaction and the entry into this Agreement was a condition imposed by the Purchaser to proceeding with the Transaction.
- (f) No Collateral Benefit. Neither Matco nor any affiliate or associate of Matco will receive a "collateral benefit" within the meaning of MI 61-101 in connection with the completion of the Transaction.
- (g) No Agreements or Connected Transactions. None of Matco or any associate or affiliate of Matco is a party to any agreement with Yellowhead that has not been publicly disclosed by Yellowhead in its filings on SEDAR or to any transaction that would be deemed to be a "connected transaction" under MI 61-101.
- (h) Company Disclosure. Except for any information relating to the Transaction, Matco has no knowledge of any "material fact" or "material change" (as such terms are defined in the *Securities Act* (British Columbia) with respect to Yellowhead or its subsidiaries that has not been generally disclosed. Matco has not disclosed any information to the Purchaser in breach of any duty owed to Yellowhead or any other Person.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to Matco as follows:

- (a) Organization. The Purchaser is duly organized and incorporated and is a validly subsisting corporation and has all necessary power, authority, capacity and right to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) Enforceability. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement, enforceable against the Purchaser in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar laws affecting creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

**ARTICLE 4
ALTERNATIVE FORM OF TRANSACTION**

4.1 Alternative Form of Transaction

If, before or after entering into an Acquisition Agreement or the commencement of an Eligible Take-Over Bid, the Purchaser determines that it is necessary or desirable to proceed with another form of transaction (an "Alternative Transaction") whereby the Purchaser would acquire, on completion of the Alternative Transaction, all or substantially all of the Shares outstanding or all or substantially all of the assets of Yellowhead and its subsidiaries and which Alternative Transaction (a) provides for economic terms which, in relation to Matco are at least equivalent to or better than those contemplated by the Transaction, (b) would not result in a delay or time to completion materially longer than contemplated pursuant to the Transaction, and (c) is otherwise on terms and conditions no more onerous on Matco in the aggregate than the Transaction (provided that for clarity if Yellowhead enters into an Acquisition Agreement, the Acquisition Agreement may include customary conditions even if the Purchaser had previously commenced an Eligible Take-Over Bid, provided however completion of such Alternative Transaction shall not be subject to a financing condition, then Matco shall support the completion of such Alternative Transaction. If any Alternative Transaction involves a meeting or meetings of Yellowhead's shareholders, Matco shall cause Matco to, vote in favour of any matters necessary or ancillary to the completion of the Alternative Transaction. In the event of any proposed Alternative Transaction, the references in this Agreement to the Transaction shall be deemed to be changed to "Alternative Transaction" and all provisions of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

**ARTICLE 5
TERM AND TERMINATION**

5.1 Term

The term of this Agreement will commence as of the date of this Agreement and will continue until terminated in accordance with the terms of this Agreement. Matco may only terminate this Agreement in the circumstances described in Sections 5.2 and 5.3.

5.2 Termination by Shareholder without Acquisition Agreement or Eligible Take-Over Bid

Matco may terminate this Agreement by notice in writing to the Purchaser, if the Purchaser:

- (a) has not entered into an Acquisition Agreement with Yellowhead by the date that is 45 days from the date of this Agreement;
- (b) has not either (i) commenced an Eligible Take-Over Bid within 45 days of the date of this Agreement, or (ii) given notice in writing to Matco that the Purchaser intends to commence an Eligible Take-Over Bid; or
- (c) having given the notice set out in Section 5.2(b)(ii) does not commence an Eligible Take-Over Bid within 60 days of the date of this Agreement.

5.3 Termination by Shareholder

If the Purchaser has either entered into an Acquisition Agreement with Yellowhead or commenced an Eligible Take-Over Bid prior to termination of this Agreement, Matco may only terminate this Agreement if:

- (a) the Purchaser, without the consent in writing of Matco, decreases the Acquisition Consideration to less than the Minimum Consideration Value, or materially changes the form of the Acquisition Consideration (other than to add additional consideration or the option of holders of Shares to choose one or more alternative forms of consideration in addition to the Acquisition Consideration);
- (b) in the case of an Acquisition Agreement, Yellowhead terminates the Acquisition Agreement as a result of the Purchaser failing to comply in all material respects with its covenants in the Acquisition Agreement or as a result of the representations and warranties of the Purchaser contained in the Acquisition Agreement not being true and correct in all material respects; or
- (c) in the case of an Eligible Take-Over Bid made by the Purchaser, the Eligible Take-Over Bid expires or is withdrawn in accordance with its terms or the Purchaser takes up and pays for the Shares in accordance with the terms of the Eligible Take-Over Bid; or
- (d) the Transaction is not completed by April 30, 2019.

Any termination by Matco under this Section 5.3 will be by notice in writing to the Purchaser, which notice will set forth the provision of this Section 5.3 under which Matco is exercising its termination rights.

5.4 Termination by Purchaser

The Purchaser may terminate this Agreement at any time upon written notice to Matco.

5.5 Effect of Termination

No termination of this Agreement will have the effect of releasing or relieving any party from any liability arising from their breach of any of their representations, warranties, covenants, or agreements hereunder. Notwithstanding termination, the provisions set forth in Section 6.4 shall remain in full force and effect and shall survive for a period of one year following such termination.

ARTICLE 6 GENERAL

6.1 Fiduciary Duties

Nothing in this Agreement prohibits Ronald Mathison, as the shareholder of Matco, or any director or officer of Matco that is a director or officer of Yellowhead from exercising his or her duties as a director of Yellowhead, including engaging in discussion or negotiations in his or her capacity as a director of and on behalf of Yellowhead. The exercise of such fiduciary duties by any such individual shall not in any way diminish Matco's obligations under this Agreement.

6.2 References to Shares

References to "Shares" or "Subject Shares" include any shares or securities into which the Subject Shares may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom, including any distributions of securities which may be declared in respect of the Subject Shares, and references to the Consideration shall be subject to equitable adjustment to reflect any such change to the capitalization of Yellowhead.

6.3 Further Assurances

Each Party will, with reasonable diligence, at the request of any other Party do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

6.4 Confidentiality

The existence of this Agreement and any terms or conditions or other information concerning the Transaction shall be considered "Confidential Information" pursuant to the non-disclosure agreement between Matco and the Purchaser dated October 9, 2018 (the "**Non-Disclosure Agreement**") and shall be kept strictly confidential by the Parties and their respective Representatives in accordance with the terms and conditions set forth therein. Notwithstanding the foregoing, (i) Matco hereby expressly consents to the Purchaser disclosing the existence of this Agreement and any terms or conditions or other information concerning the Transaction to Yellowhead or any of its Representatives, and (ii) each Party hereby expressly consents to any other Party disclosing the existence of this Agreement and any terms or conditions or other information concerning the Transaction in any press release or other public disclosure document in each case as may be required by applicable law or applicable stock exchange requirements. Where disclosure is required by applicable law or applicable stock exchange requirements, the Party making such disclosure shall provide prior notice to the other Parties of such disclosure and agrees to consult with the other Parties prior to making any such disclosure.

Each Party further acknowledges that a copy of this Agreement may be filed on SEDAR by the Purchaser or Yellowhead or their respective affiliates if the Purchaser enters into an Acquisition Agreement or commences an Eligible Take-Over Bid and that a summary of this Agreement and the negotiations leading to its execution and delivery may appear in, and a copy of this Agreement may be appended as an exhibit to, Yellowhead information circular or any other circular filed by the Purchaser or Yellowhead or their respective affiliates in connection with the Transaction.

During the term and after the termination of this Agreement, the Non-Disclosure Agreement shall remain in full force and effect in accordance with its terms, unamended by this Section 6.4.

6.5 Assignment

This Agreement may not be assigned by Matco without the prior written consent of the Purchaser, acting in its sole discretion, and this Agreement may not be assigned by the Purchaser without the prior written consent of Matco.

6.6 Time

Time shall be of the essence of this Agreement.

6.7 Amendments and Waiver

This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Purchaser and Matco. The Purchaser and Matco may (a) extend the time for the performance of any of the obligations or other acts of any Party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any extension or waiver shall be valid if set forth in an instrument in writing signed by the Purchaser, if the Purchaser is to be bound thereby, or by Matco, if Matco is to be bound thereby.

6.8 Specific Performance and Injunctions

Matco recognizes and acknowledges that this Agreement is an integral part of the Transaction and that the Purchaser would not contemplate proceeding with the Transaction unless this Agreement was executed, and that a breach by Matco of any covenants or other commitments or obligations contained in the Agreement will cause the Purchaser to sustain injury for which it would not have an adequate remedy at law for money damages. Therefore, each of the Parties agrees that, in the event of a breach, the Purchaser shall be entitled to the remedy of specific performance of such obligation and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and Matco further agrees to waive any requirement for the security or posting of any bond in connection with the obtaining of injunctive or other equitable relief. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to any other remedy to which the Purchaser may be entitled, at law or in equity.

6.9 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery or by facsimile or other electronic means of communication addressed to the recipient as follows:

- (a) in the case of the Purchaser:

Taseko Mines Limited
1040 West Georgia Street
Vancouver, British Columbia
V6E 4H1

Attention: Russell Hallbauer
Fax: (604) 684-8092
Email: RHallbauer@tasekomines.com

with a copy to:

McMillan LLP

1500-1055 West Georgia Street
Vancouver, British Columbia
V6E 4N7

Attention: Cory Kent and Michael Taylor
Fax: (604)
Email: cory.kent@mcmillan.ca and michael.taylor@mcmillan.ca

(b) if to Matco, addressed as follows:

Matco Investments Ltd.
4900-525 8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Ronald Mathison
Email: RonM@matcocap.com

with a copy to:

Bennett Jones LLP
4500, 855 – 2nd Street SW
Calgary, Alberta
T2P 4K7

Attention: Kahlan Mills
Fax: 403-265-7219
Email: millsk@bennettjones.com

or to such other address, facsimile number or email address as may be designated by notice given by any Party to the other. If any notice or other communication shall be given by personal delivery, a copy of such notice or communication shall also be given by facsimile. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the date of actual delivery thereof and, if given by facsimile or other means of electronic communication, on the date of transmittal thereof if given prior to 5:00 P.M. (Vancouver time) and on the next Business Day if not given prior to 5:00 P.M. (Vancouver time).

6.10 Entire Agreement

This Agreement and the Non-Disclosure Agreement shall remain in full force and effect in accordance with its terms, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior negotiations, investigations and agreements relating to the subject matter of this Agreement. There are no warranties, representations, understandings or agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement or the Non-Disclosure Agreement. For greater certainty, the Parties acknowledge that the Non-Disclosure Agreement shall survive the termination of this Agreement.

6.11 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, 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. 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 the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.12 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.

6.13 Expenses

Each Party shall pay the fees, costs and expenses of its respective financial, legal, auditing and other professional and other advisors incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred and shall indemnify each of the other Parties from and against any and all claims against any of them for "finder's" or "agency" fees relating to the transactions contemplated hereby.

[Signature pages to follow]

6.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

TASEKO MINES LIMITED

By: Signed "Russell Hallbauer"
Name: Russell Hallbauer
Title: President and Executive Officer

MATCO INVESTMENTS INC.

By: Signed "Ronald Mathison"
Name: Ronald Mathison
Title: President