

#### Minera IRL Limited ha suscrito un Acuerdo de Agenciamiento por C\$30 Millones

ESTE COMUNICADO DE PRENSA NO ES PARA SU DISTRIBUCIÓN A LOS SERVICIOS DE CABLE DE LOS ESTADOS UNIDOS O PARA SU DIFUSIÓN EN LOS ESTADOS UNIDOS. CUALQUIER INCUMPLIMIENTO CON ESTA RESTRICCIÓN PUEDE CONSTITUIR UNA VIOLACIÓN DE LOS ARTÍCULOS DE VALORES DE ESTADOS UNIDOS

LONDRES, 24 de febrero de 2012 — Minera IRL Limited ("Minera" o la "Compañía") (TSX:IRL)(AIM: MIRL) (BVL: MIRL) se complace en anunciar que ha suscrito un acuerdo de agenciamiento por C\$30.0 millones con un síndico liderado por RBC Capital Markets como único supervisor ("RBC" o "Bookrunner"); Jennings Capital y Haywood Securities como los Agentes Principales ("Agentes Principales"); Collins Stewart Europe Limited y FinnCap Limited como miembros del grupo especial de ventas ("Agentes Especiales") junto con los Agentes Principales colectivamente los "Agentes", con respecto a su oferta previamente anunciada de las acciones ordinarias de la Compañía (la "Oferta"). Luego de la Oferta, la Compañía emitirá hasta 26,600,000 acciones ordinarias a un precio de C\$1.13 (72p por acción ordinaria, convertida en el Banco de Canadá a su tasa media del cierre al 23 de febrero del 2012, redondeándose al penique más cercano) por acción ordinaria y recibirá ingresos brutos de C\$30.0M (aproximadamente £19.2 millones).

Se espera que el cierre de la Oferta ocurra aproximadamente el 5 de Marzo del 2012, o en otra fecha que acuerden por escrito por la Compañía o el Bookrunner (la "**Fecha de Cierre**").

Adicionalmente, la Compañía ha otorgado a los "Agentes" una opción para comprar, a elección de los "Agentes", hasta un número adicional de acciones ordinarias equivalente al 10% del número de acciones ordinarias vendidas bajo la Oferta. Dicha opción es ejercible, en su totalidad o en parte, en cualquier momento durante el periodo de 30 días inmediatos a la Fecha de Cierre.

Se presentará un prospecto final a las comisiones de valores o autoridades similares en cada una de las provincias de Canadá, excepto Quebec, conteniendo importante información con relación a la Oferta. La Compañía también solicitará la admisión de las acciones ordinarias a ser emitidas luego de la Oferta, para ser cotizadas en el AIM. Se espera que dicha admisión sea efectiva y que las negociaciones se inicien el 5 de marzo del 2012. La Oferta está sujeta a ciertas condiciones incluyendo, pero no limitándose a, el recibo de todas las aprobaciones necesarias, incluyendo aprobaciones regulatorias y la aprobación de la Bolsa de Valores de Toronto.

La Compañía pretende utilizar estos fondos de la Oferta, junto con sus recursos en efectivo existentes, para concluir el túnel de exploración y desarrollo, el estudio de factibilidad, los programas adicionales de exploración en Ollachea, asimismo para realizar las exploraciones

de brownfield, permisos y la ingeniería detallada de Don Nicolás; continuar con nuestros programas de exploración en nuestras amplias áreas en la región de Patagonia y el saldo se invertirá como capital de trabajo y fines corporativos en general.

"Esta exitosa captación de fondos es otro paso importante para lograr el objetivo de Minera IRL, dirigido a convertirse en un mediano productor de oro", informó Courtney Chamberlain, Presidente Ejecutivo de Minera IRL. "Los referidos fondos, conjuntamente con el sustancial flujo de efectivo que genera nuestra Mina de Oro de Corihuarmi en el Perú, contribuirá para que los activos de nuestro proyecto de Don Nicolás en Argentina entren en producción este próximo año, asimismo la continuación de nuestros programas de exploración permitiendo el avance de nuestro proyecto bandera de Ollachea hacia la conclusión de su factibilidad programada para el segundo semestre de este año. Estamos muy satisfechos por la gran respuesta de nuestros actuales y nuevos accionistas y seguimos adelante para cumplir con nuestro objetivo de nuestro ofrecimiento de tener tres minas de oro en producción en el año 2014".

# Para mayor información contactar a:

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Minera IRL Limited, listada en la Bolsa de Toronto (TSX), Londres (AIM) y Lima (BVL), empresa minera peruana dedicada a la extracción de metales preciosos y exploración focalizada en América Latina. Minera IRL está dirigida por un experimentado equipo directivo senior con amplia experiencia en el sector, en particular en operaciones en América del Sur. El Grupo opera la mina de oro Corihuarmi y el Proyecto de Oro Ollachea en Perú, así como el Proyecto de Don Nicolás en Argentina. Para mayor información visitar la página web www.minera-irl.com

La Bolsa de Valores de Toronto no aprueba, ni desaprueba la información contenida en este comunicado de prensa.

The securities referred to herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and may not be offered or sold in the United States unless the securities are registered under the U.S. Securities Act, or an exemption from the registration requirements of the U.S. Securities Act is available. This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any state in the United States in which such offer, solicitation or sale would be unlawful.

#### Forward-Looking Information

This press release contains certain forward-looking information. All information, other than information regarding historical fact, that addresses activities, events or developments that Minera believes, expects or anticipates will or may occur in the future is forward-looking information. Forward-looking information contained in this press release includes, but may not be limited to, mineral resource estimates and the anticipated exploration and development activities of Minera, the gross proceeds raised under the Offering, the filing of a final prospectus, the timing of completion of the Offering obtaining requisite approvals for the Offering including but not limited to obtaining a receipt for the final prospectus. The foregoing and any other forward-looking information contained in this press release reflects the current expectations, assumptions or beliefs of Minera based on information currently available to Minera. With respect to the forward-looking information contained in this press release, Minera has made assumptions regarding, among other things: general business conditions; and it has also been assumed that no significant events occur outside of the normal course of Minera's business.

Such forward-looking information is subject to a number of risks and uncertainties that may cause actual results or events to differ materially from current expectations, including: risks normally incidental to exploration and development of mineral properties; uncertainties in the interpretation of results from drilling and test work; uncertainty of mineral resources estimates; and future unforeseen liabilities and other factors.

Any mineral resource figures referred to in this press release are estimates and no assurances can be given that the indicated levels of minerals will be produced. Such estimates are expressions of judgment based on knowledge, mining experience, analysis of drilling results and industry practices. Valid estimates made at a given time may significantly change when new information becomes available. Mineral resource estimates by their nature are imprecise and depend, to a certain extent, upon statistical inferences which may ultimately prove unreliable. If such mineral resource estimates are inaccurate or are reduced in the future, this could have a material adverse impact on Minera. Due to the uncertainty that may be attached to inferred mineral resources, it cannot be assumed that all or any part of an inferred mineral resource will be upgraded to an indicated or measured mineral resource as a result of continued exploration.

Forward-looking information speaks only as of the date on which it is made and, except as may be required by applicable law, Minera disclaims any obligation to update or modify such forward-looking information, either as a result of new information, future events or for any other reason.

RBC Europe Limited, which is a member company of RBC Capital Markets, is authorised and regulated in the United Kingdom by the Financial Services authority and acting as Sole Global Bookrunner and Co-Broker to Minera IRL and will act as Agent in respect of the Offering within the United Kingdom but has not authorised the contents of, or any part of, the Preliminary Prospectus and no liability or responsibility whatsoever is accepted by RBC Europe Limited for the accuracy of any information or opinions contained in the Preliminary Prospectus or for the omission of any information. No representation or warranty, express or implied, is made by RBC Europe Limited as to any of the contents of the Preliminary or Final Prospectus.

Collins Stewart Europe Limited, which is authorised and regulated in the United Kingdom by the Financial Services authority is acting as Nominated Adviser and Broker to Minera IRL and will act as special selling agent in respect of the Offering within the United Kingdom but has not authorised the contents of, or any part of, the Preliminary Prospectus and no liability or responsibility whatsoever is accepted by Collins Stewart Europe

Limited for the accuracy of any information or opinions contained in the Preliminary Prospectus or for the omission of any information. No representation or warranty, express or implied, is made by Collins Stewart Europe Limited as to any of the contents of the Preliminary or Final Prospectus.

#### **Notes:**

The ordinary shares (the "Shares") will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing ordinary shares of Minera, including the right to receive all dividends and other distributions declared after the date of their issue.

Application has been made or will be made, as the case may be, to the London Stock Exchange, the Toronto Stock Exchange (the "TSX") and notification will be made to the Lima Stock Exchange (the "BVL") for the Shares to be admitted to trading on AIM, TSX and BVL, with admission of the Shares expected to occur on or about 5 March, 2012 (the "Offering").

The Appendix to this Announcement (which forms part of this Announcement) sets out certain terms and conditions applicable to the Placing.

This press release contains forward-looking statements concerning the projects in which Minera has an interest. Forward-looking statements are not statements of historical fact, and actual events or results may differ materially from those described in the forward-looking statements, as the result of a variety of risks, uncertainties and other factors, involved in the mining industry generally and the particular properties in which Minera has an interest, such as fluctuation in gold prices; uncertainties involved in interpreting drilling results and other tests; the uncertainty of financial projections and cost estimates; the possibility of cost overruns, accidents, strikes, delays and other problems in development projects, the uncertain availability of financing and uncertainties as to terms of any financings completed; uncertainties relating to environmental risks and government approvals, and possible political instability or changes in government policy in jurisdictions in which properties are located. Forward-looking statements are based on management's beliefs, opinions and estimates as of the date they are made, and no obligation is assumed to update forward-looking statements if these beliefs, opinions or estimates should change or to reflect other future developments.

No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by any of the syndicate members or by any of their respective affiliates or agents or brokers as to or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

RBC Dominion Securities Inc. ("RBCD"), a member company of RBC Capital Markets, is acting for Minera and for no-one else in connection with the Offering, and will not be responsible to anyone other than Minera for providing the protections afforded to customers of RBCD nor for providing advice to any other person in relation to the Offering or any other matter referred to herein. RBC Europe Limited is authorised and regulated in the United Kingdom by the Financial Services Authority (the "FSA").

Jenning Capital Inc. ("Jennings") is acting for Minera and for no-one else in connection with the Offering, and will not be responsible to anyone other than Minera for providing the protections afforded to customers of Jennings nor for providing advice to any other person in relation to the Offering or any other matter referred to herein.

Haywood Securities ("HS") is acting for Minera and for no-one else in connection with the Offering, and will not be responsible to anyone other than Minera for providing the

protections afforded to customers of HS nor for providing advice to any other person in relation to the Offering or any other matter referred to herein.

FinnCap Limited. ("FinnCap") is acting for Minera and for no-one else in connection with the Offering, and will not be responsible to anyone other than Minera for providing the protections afforded to customers of FinnCap nor for providing advice to any other person in relation to the Offering or any other matter referred to herein.

Collins Stewart. ("CS") is acting for Minera and for no-one else in connection with the Offering, and will not be responsible to anyone other than Minera for providing the protections afforded to customers of CS nor for providing advice in connection with the Offering or any other matters referred to herein.

The distribution of this Announcement and the Offering in certain jurisdictions may be restricted by law. No action has been taken by Minera, RBCD, Jennings, HS, FinnCap or CS that would permit the Offering or possession or distribution of this Announcement or any other offering or publicity material relating to the Offering in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement becomes available are required by Minera, RBCD, Jennings, HS, FinnCap and CS to inform themselves about, and to observe, such restrictions.

The price of the Shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of the Shares.

With respect to the United Kingdom, the Offering is only being, and may only be, made to and is directed at persons in the United Kingdom who are both (a) a "Qualified Investor" within the meaning of Section 86(7) of the Financial Services and Markets Act 2000 ("FSMA") and (b) within the categories of persons referred to in Article 19(5) (Investment professionals) or Article 49(2)(a) to (d) (High net worth companies, unincorporated associations, etc.) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005, or persons in the United Kingdom to whom the Offering may otherwise be made or to whom the Offering may otherwise be directed in the United Kingdom without an approved prospectus having been made available to the public in the United Kingdom before the Offering is made, and without making an unlawful financial promotion, all such persons together being referred to as "Relevant Persons". The securities being offered are only available to, and any invitation, offering or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, Relevant Persons. Any person who is not a Relevant Person should not act or rely on this Announcement or any of its contents. This Announcement does not contain an offer or constitute any part of an offer to the public within the meaning of Sections 85 and 102B of FSMA or otherwise. This Announcement is not an "approved prospectus" within the meaning of Section 85(7) of FSMA and a copy of it has not been, and will not be, delivered to the FSA in accordance with the Prospectus Rules or delivered to any other authority which could be a competent authority for the purpose of the Prospectus Directive. Its contents have not been examined or approved by the London Stock Exchange plc, nor has it been approved by an "authorised person" for the purposes of Section 21 of FSMA.

The Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws, and may not be offered, sold or delivered within the United States except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Agents have agreed that, except as permitted by the Agency Agreement and as expressly permitted by applicable laws of the United States, they will not offer or sell the Shares within the United States. The Agency Agreement permits the Agents, through certain of their U.S. broker-dealer affiliates, to (i) offer and resell the Shares in the United States to qualified

institutional buyers (as such term is defined in Rule 144A and the U.S. Securities Act) and (ii) offer the Shares in the United States to institutional "accredited investors" (that meet the criteria set forth in Rule 501(a)(1), (2), (3) and (7) of Regulation D under the U.S. Securities Act, as modified by the Dodd-Frank Wall Street Reform and Consumer Protection Act) that will purchase Shares from the Company pursuant to Rule 506 of Regulation D under the U.S. Securities Act. This Announcement does not constitute an offering to sell, or a solicitation of an offering to buy, any Shares in the United States. Moreover, the Agency Agreement provides that the Agents will offer and sell the Shares outside the United States only in accordance with Regulation S under the U.S. Securities Act. Until 40 days after the commencement of the Offering, an offer or sale of the Shares within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act unless such Offering or sale is made pursuant to an exemption from registration under the U.S. Securities Act.

Certificates representing any Shares that are sold in the United States will bear a legend to the effect that the securities represented thereby are not registered under the U.S. Securities Act and applicable state securities laws and may only be offered, sold, pledged, transferred or otherwise disposed of, directly or indirectly, within the United States pursuant to an exemption from the registration requirements of the U.S. Securities Act and in accordance with applicable state securities laws.

Persons (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Shares under the Offering has been given (the "Purchasers") will be deemed to have read and understood this Announcement, including the Appendix, in its entirety and to be participating in such Offering on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in the Appendix. In particular each such Purchaser represents, warrants and acknowledges that it is: (i) a Relevant Person (as defined above) and undertakes that it will acquire, hold, manage or dispose of any Shares that are allocated to it under the Offering for the purposes of its business; and (ii) outside the United States and is subscribing for the Shares under the Offering in an "offshore transaction" (within the meaning of Regulation S under the Securities Act).

This Announcement, including the Appendix, is not for distribution directly or indirectly in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia) or any jurisdiction into which the same would be unlawful. No public offering of securities of Minera will be made in connection with the Offering in the United Kingdom, the United States or elsewhere.

The Shares under the Offering may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the **United States, Australia, Hong Kong or Singapore** or any other jurisdiction.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of the Appendix or this Announcement should seek appropriate advice before taking any action.

The Shares to be issued pursuant to the Offering will not be admitted to trading on any stock exchange other than the London Stock Exchange, the Toronto Stock Exchange or the Bolsa de Valores de Limia. Neither the content of Minera's website nor any website accessible by hyperlinks on Minera's website is incorporated in, or forms part of, this Announcement.

#### **APPENDIX**

# TERMS AND CONDITIONS - IMPORTANT INFORMATION FOR RELEVANT PERSONS ONLY REGARDING THE OFFERING

# 1. Offering

As agents and brokers on behalf of Minera IRL Limited (company number: 94923), a company incorporated pursuant to the Jersey under The Companies (Jersey) Law 1991 (AIM: MIRL, TSX: IRL, BVL:MIRL) (the "Company"), Royal Bank of Canada ("RBC"), or its broker dealers, affiliates or agents in applicable jurisdictions, including RBCD, its broker dealers, affiliates or agents in applicable jurisdictions (the "Bookrunner"), has, together with Jennings, HS, FinnCap and CS and their respective broker dealers, affiliates or agents in applicable jurisdictions (together with the Bookrunner, collectively the "Agents") undertaken an institutional bookbuild ("Bookbuild") for the Offering by the Company of Shares.

The Company expects to file with the regulators in Canada a prospectus prepared under the rules of the securities laws of all the Canadian provinces, except Quebec (the "Final Canadian Prospectus") dated on or about 27 February 2012.

- 2. Allocation and conditions to Offering
- 2.1 Shares under the Offering will be issued on the Payment Date (as defined below).
- 2.2 The allocation of Shares to prospective purchasers in respect of bids made by prospective purchasers, including the subscription amount payable, has been agreed between the Bookrunner and the Company following the Bookbuild. Pricing has been referenced to the TSX listed share price and the CAD/GBP daily noon rate of the Bank of Canada.
- 2.3 Acceptances of the Offering and allocations of Shares (including the subscription amount payable) will be as:
  - 2.3.1 confirmed (orally or in writing) with prospective Purchasers who are in the United Kingdom (or as the Bookrunner and Company may agree, in any other jurisdiction) by the respective Agent (or their agents as agent of the Company). That confirmation constitutes an irrevocable legally binding commitment of that person (who will at that point become a purchaser ("Purchaser")) to subscribe for the number of Shares allocated to it on the terms and conditions set out in this Appendix (a copy of the terms and conditions having been provided to the Purchaser prior to or at the same time as such confirmation) and in accordance with the Company's articles of incorporation; or
  - 2.3.2 (unless paragraph 2.3.1 applies) by the completion and return of such letter of confirmation and registration or other forms as the Bookrunner or its agents may in its absolute discretion require and in that event the terms and conditions set out in such letter of confirmation and registration or other form shall apply to the exclusion of this Appendix.
- 2.4 For the avoidance of doubt, acceptance of the Offering constitutes your irrevocable legally binding agreement, subject to the Agency Agreement (as defined below) not having been terminated, to pay the aggregate settlement amount of the Shares regardless of the total number of Shares (if any) subscribed for by any other investor(s).

- 2.5 In the event that the Agents have procured acceptance from Purchasers in connection with the Offering prior to the date of the despatch of this Appendix or the Final Canadian Prospectus to such a Purchaser, the Agents will, prior to admission to trading on AIM, TSX and BVL, request confirmation from any such Purchaser that its participation as agreed in any earlier commitment remains firm and binding upon the terms and conditions of this document and referable to the contents of the Final Canadian Prospectus. Upon such confirmation being given (whether orally, in writing or by conduct (including without limitation by receipt of the relevant placing proceeds)) any earlier agreement made in respect of the Shares shall be varied, amended and/or ratified in accordance with the terms of this Appendix.
- 2.6 In making an investment decision, Purchasers must rely on their own examination of the Company and its prospects and the terms of the Offering, including the merits and risks involved in investing in the Shares.
- 2.7 Settlement will occur on a date to be advised but expected to be 5 March 2012 ("Payment Date").

# 3. Shares and Quotation

- 3.1 The Shares will rank equally, from the date of issue, in all respects with the Company's existing issued ordinary shares.
- 3.2 Application for admission of the Shares to trading on AIM ("AIM Admission") will be made in accordance with the AIM Rules. It is anticipated that AIM Admission will occur in respect of the Shares on or about 2.30pm (London time) on 5 March 2012.

# 4. Agency Agreement

- 4.1 The Company and each of the Principal Agents have entered into an agency agreement in connection with the Offering ("Agency Agreement"). The Agency Agreement provides that the Principal Agents will use their respective commercially reasonable best efforts to place Shares offered in the Offering with prospective purchasers. A summary of the terms of the Agency Agreement are set out in the Final Canadian Prospectus.
- RBC has entered into a sub-agency agreement with each of the Special Agents in connection with the Offering (the "Sub Agency Agreements"). The Sub Agency Agreements provide that the Special Agents will use their respective reasonable endeavours to procure subscribers for the Shares offered in the Offering. A summary of the terms of the Sub-Agency Agreements are set out in the Final Canadian Prospectus.

## 5. Relationship of the Agents

- 5.1 The obligations of each Agent in connection with the Offering (including any obligation to pay) are several, and not joint nor joint and several. A right of an Agent in connection with the Offering (including any rights under the Agency Agreement) is held by that Agent severally and each Agent may exercise its rights, powers and benefits in connection with the Offering separately and individually.
- 5.2 An Agent will not be responsible for the performance obligations of the other Agents and will not be liable for any claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other Agents. Any breach, non-performance or

default by an Agent will not constitute a breach, non-performance or default of the other.

- 5.3 Nothing contained or implied hereby or by acceptance of the Offering constitutes an Agent acting as the partner, agent or representative of the other Agents for any purpose or creates any partnership, agency or trust between the Agents, and no Agent has any authority to bind another Agent in any way.
- None of the Agents will be liable for any loss, damage or claim arising out of the actions taken or advice given by the other Agents. In addition, the rights of an Agent and the Beneficiaries (as defined below) in respect of that Agent under the representations, warranties, acknowledgements and undertakings set out below will in no way be affected by the actions taken or alleged to have been taken or advice given or alleged to have been given by any of the other Agents or their Beneficiaries.

# 6. *Offer personal*

The offering of Shares and the agreement arising from acceptance of the Offering is personal to each Purchaser and does not constitute an offering to any other person or to the public. A Purchaser may not assign, transfer, or in any other manner, deal with its rights or obligations under the agreement arising from the acceptance of the Offering, without the prior written agreement of the Bookrunner in accordance with all relevant legal requirements.

# 7. No Prospectus

No offer document or prospectus, including the Final Canadian Prospectus, has been or will be submitted to be approved by the FSA in relation to the Offering and a Purchaser's commitments will be made solely on the basis of the information contained in this Announcement (including the Appendix) released by the Company today and the information in the Final Canadian Prospectus.

Each Purchaser, by accepting the Offering, agrees that the content of this Announcement (including the Appendix) and the Final Canadian Prospectus is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company or the Agents or any other person and none of the Company or the Agents nor any other person will be liable for any Purchaser's decision to participate in the Offering based on any other information, representation, warranty or statement which Purchaser may have obtained or received. Each Purchaser acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Offering. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

# 8. Registration and Settlement

Settlement of transactions in the Shares will, when purchased in the UK, unless otherwise agreed, take place on a delivery versus payment basis within the CREST system administered by Euroclear UK and Ireland Limited ("CREST").

The Company will procure the delivery of the Shares to CREST accounts operated by the respective Agents for the Company and the Agents will enter their respective delivery (DEL) instructions into the CREST system. The input to CREST by each Purchaser of a matching or acceptance instruction will then allow delivery of the relevant Shares to that Purchaser against payment.

Each Purchaser allocated Shares in the Offering may be sent a contract note stating the number of Shares and the subscription amount payable to be allocated to it and will be required to provide the Agents with funds sufficient to purchase such securities prior to the Payment Date.

It is expected that settlement will take place on or about 5 March 2012 in CREST in accordance with the instructions set out in the conditional contract note. Settlement will be either through CS against CREST ID 288 or through RBC against CREST ID 388.

The Company reserves the right to require settlement for and delivery of the Shares (or a portion thereof) to any Purchaser in any form it requires if, in the Agents' or the Company's opinion, delivery or settlement is not possible or practicable within CREST or would not be consistent with the regulatory requirements of the Purchaser's jurisdiction.

Each Purchaser agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the applicable registration and settlement procedures, including if applicable, CREST rules and regulations and settlement instructions that it has in place with the respective Agent.

If Shares are to be delivered to a custodian or settlement agent, Purchasers should ensure that the conditional contract note is copied and delivered immediately to the relevant person within that organisation. Insofar as Shares are registered in a Purchaser's name or that of it's nominee or in the name of any person for whom a Purchaser is contracting as agent or that of nominee for such person be so registered free from any liability to any UK stamp duty or stamp duty reserve tax or securities transfer tax.

Trade date: 27 February 2012

Settlement date: 5 March 2012 (Electronic)

8 March 2012 (Certificated)

ISIN code for the Offering Shares: JE00B1HNYF12

## 9. Representations and Warranties

By participating in the Offering and accepting the Offering of Shares, each Purchaser (and each person acting on its behalf) represents, warrants, acknowledges and undertakes for the benefit of the Company, each of the Agents and their respective officers, employees and advisers, and any person acting on behalf of any of them (together the "Beneficiaries") as follows:

- (a) if it is a Purchaser in the United Kingdom it:
  - (i) is a "qualified investor" for the purposes of section 86(7) of the Financial Services and Markets Act 2000 ("FSMA") who is purchasing the Shares as principal for its own account and not for others, except in circumstances, to section 86(2) of FSMA applies;

- (ii) is also a person falling within one or more of the categories of persons referred to in article 19 (investment professionals) or 49 (high net worth companies, etc) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005; and
- (iii) understands, recognises and acknowledges that no prospectus has been or will be approved in connection with the Offering by the Financial Services Authority in the United Kingdom under section 87A of FSMA; or
- (iv) if it is not in the United Kingdom but are acting for the account of a purchaser in the United Kingdom, that (i), (ii) and (iii) applies in respect of each such purchaser;
- (b) if it and any beneficial purchaser for whom it is contracting hereunder is a Purchaser in the United States or a U.S. Person (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended) (U.S. Person):
  - (i) it is an institutional "accredited investor" that satisfies the criteria set forth in Rule 501(a)(1),(2),(3) or (7) of Regulation D under the U.S. Securities Act of 1933 (U.S. Securities Act)) (an "Institutional Accredited Investor") and purchasing the Shares for its own account or for an account of one or more other Institutional Accredited Investors as to which you exercise sole investment discretion and not with a view to any resale or distribution;
  - (ii) it is not purchasing the Shares as a result of any form of "general solicitation" or "general advertising" (as such terms are defined in Regulation D of the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
  - (iii)it agrees that if it decides to offer, sell or otherwise transfer the Shares, it will not offer, sell or otherwise transfer any of such Shares directly or indirectly, unless:
    - a. the transfer is to the Company;
    - b. the transfer is made outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
    - c. the transfer is made within the United States in accordance with:

- (A) Rule 144A under the U.S. Securities Act to a person reasonably believed to be a Qualified Institutional Buyer (as defined under Rule 144A of the Securities Act) that purchases for its own account or for the account of one or more Qualified Institutional Buyers and to whom notice is given that the offer, sale or transfer is made in reliance on Rule 144A under the U.S. Securities Act; or
- (B) the exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in compliance with applicable state laws and regulations; or
- (iv) the Shares are transferred in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities and you have prior to such sale furnished to the Company an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the Company;
- (v) it understands that, and it will inform each Institutional Accredited Investor, if any, for whose account it is acquiring any Shares that, the Shares will constitute "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act and that the Shares are being issued in non-certificated form; it further understands that upon the original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. state laws and regulations, the confirmation of the issuance of the Shares, and all certificates issued in exchange for those noncertificated securities, will bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF MINERA IRL LIMITED THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO MINERA IRL LIMITED, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (i) RULE 144A UNDER THE U.S. SECURITIES ACT, OR (ii) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, AND IN THE CASE OF (C)(ii) AND (D) ABOVE, THE SELLER HAS FURNISHED TO MINERA IRL LIMITED AN OPINION TO SUCH EFFECT, COUNSEL OF RECOGNIZED STANDING REASONABLY SATISFACTORY TO MINERA IRL LIMITED, PRIOR TO SUCH OFFER, SALE OR TRANSFER."

provided, that (i) if the Shares are being sold under clause (B) above, at a time when the Company is a "foreign issuer" as defined in Rule 902 under the U.S. Securities Act, the legend set forth above on any certificated securities may be removed by providing a declaration in such form as the Company may from time to time prescribe to the Company's transfer agent, to the effect that the sale

of the securities is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act; and (ii) if any of the Shares are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the Company's transfer agent of an opinion of counsel satisfactory to the Company to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- (vi)it understands that the Company may instruct its registrar and transfer agent not to record any transfer of Shares without first being notified by the Company that it is satisfied that such transfer is exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws;
- (vii) it consents to the Company making a notation on its records or giving instruction to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described herein;
- (viii) it understands and acknowledges that the Company has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Shares in the United States;
- (ix) it and each other Institutional Accredited Investor, if any, for whose account it is acquiring any Shares have the financial ability to bear the economic risk of the investment in the Shares, adequate means to provide for your or their current needs and other contingencies and to withstand the loss of the entire investment in the Shares and no need for liquidity with respect to the investment in the Shares;
- (c) if it is a resident of Australia, or if not an individual, has a head office in Australia, it and each person, if any, for whom it is acquiring Shares that is a resident of Australia or has a head office in Australia:
  - (i) is either:
    - a. a "sophisticated investor" under section 708(8) of the Corporations Act;
    - b. a "professional investor" under section 708(11) of the Corporations Act; or
    - c. a person who has obtained this Offer through a financial services licensee in accordance with, and in compliance with, section 708(10) of the Corporations Act;
  - (ii) acknowledges that the Shares have not been and will not be registered under Australian securities legislation and therefore the Shares may not be offered, sold, transferred or delivered to, and the Purchaser is not purchasing the Shares with a view to their resale directly or indirectly into Australia; and
  - (iii) confirms that its acceptance of the offer of the Shares and its performance of the obligations under the agreement arising on acceptance of such offer does not breach and complies with the requirements of all relevant laws and regulations of Australia (including, without limitation, the requirements of the *Foreign Acquisitions and Takeovers Act* 1975 (Cth)).

- (d) If it is a purchaser in or otherwise subject to the laws of a member state of the European Union (other than, for the avoidance of doubt, the UK), (i) it is a "qualified investor" (as defined in Article 2(1)(e) of the Prospectus Directive 2003/71 EC) acting as a principal for its own account to whom an invitation or Offering to subscribe for Shares in the manner contemplated by this agreement and any communication or correspondence in connection therewith is permitted by the laws of that member state or (ii) if it is not in any such member state but are acting for the account of such person then (i) applies in respect of each such purchaser.
- (e) if it is in a jurisdiction outside Canada, the United States, the United Kingdom or other member states of the European Union, it is a person to whom an invitation or Offering to subscribe for the Shares in the manner contemplated by this Appendix and any communication or correspondence therewith is permitted by the laws of the jurisdiction in which it is situated or from where the Purchaser submitted its bid to subscribe for Shares and it is a person to whom the Shares can lawfully be offered and issued under all applicable laws, without the need for any approval, registration, filing or lodgement of any kind, including a prospectus or other disclosure document;
- (f) if it is not in the United States, nor a U.S. Person, or acting for the account or benefit of a person in the United States or a U.S. Person, it is acquiring the Shares in an offshore transaction in accordance with Regulation S under the U.S. Securities Act as such term is defined in Rule 903 under the U.S. Securities Act;
- (g) it understands that the Offering and sale to it of the Shares has not been and will not be registered under the U.S. Securities Act or the laws of any state of the United States; Therefore, it agrees that it will not offer, sell or pledge any Shares in the United States unless and until the Shares are registered under the U.S. Securities Act (which you acknowledge the Company has no obligation to do) or offer, sold or pledged in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and the laws of any state of the United States;
- (h) it is purchasing the Shares for its account or for the account of one or more persons for investment purposes only and not with the purpose of, or with a view to, the resale, transfer or distribution or granting, issuing or transferring interests in, or options over, the Shares and in particular, neither the Purchaser nor any other person for whose account it is purchasing the Shares has any intention to distribute either directly or indirectly any of the Shares in the United States, provided, however, that the Shares may be offered, sold or otherwise disposed of pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements;
- (i) it has such knowledge and experience in financial and business matters and expertise in assessing credit and all other relevant risks that it is capable of evaluating independently, and have evaluated independently and conducted an in-depth detailed analysis on, the merits and risks of a purchase of the Shares for itself and each other person, if any, for whose account it is acquiring any Shares, and it has determined that the Shares are a suitable investment for itself and each other person, if any, for whose account it is acquiring any Shares, both in the nature and the number of the Shares being acquired;

- (j) if applicable, it is, or any beneficial purchaser for whom it is contracting, acquiring the Shares pursuant to and in compliance with an exemption from the prospectus requirements of securities laws of the jurisdiction of residence and will provide the Company and the Agents, on request, whether before or after the Payment Date, with evidence of such compliance;
- (k) it has had access to all information that it believes is necessary or appropriate in connection with, and for an adequate time prior to, your purchase of the Shares. It acknowledges and agrees that it will not hold the Agents responsible for any misstatements in, or omissions from, the Final Canadian Prospectus or any publicly available information concerning the Company;
- (l) it has made and relied entirely upon its own assessment of the Company, and have conducted its own independent investigation with respect to the Shares and the Company;
- (m) it shall obtain its own advice regarding the tax consequences in any jurisdiction of purchasing, owning or disposing of any Shares;
- (n) it has not relied on any investigation that any Beneficiary may have conducted with respect to the Shares or the Company. No Beneficiary has made any representation to it (including any representation that might be implied from the signature page of the Final Canadian Prospectus, which representation is not made to any Purchaser outside Canada), express or implied, with respect to the Shares or the Company;
- (o) it acknowledges that the Offering does not constitute a securities recommendation or advice in relation to any securities, and that no securities recommendation or advice has been made or given to you by any Beneficiary in relation to the Offering;
- (p) it acknowledges that an investment in the Shares involves a degree of risk;
- (q) except to the extent that liability cannot by law be excluded, it acknowledges that none of the Beneficiaries accept any responsibility in relation to the Offering or for the accuracy or completeness of any information given to it in connection with the Offering;
- (r) it acknowledges and agrees that it will accept the decisions and actions of the Bookrunner in respect of the Offering and the acceptance of any Offering of Shares does not oblige the Bookrunner to consult with it as to any matter or qualify the exercise or non-exercise of rights arising under or in relation to the Offering;
- (s) it has been independently advised as to any resale restrictions under applicable securities laws in its own jurisdiction;
- (t) it acknowledges and agrees that if an Agent takes title to the Shares it does so only as agent for Purchaser for the purposes of effecting settlement and it agrees to release such Agent from any liability incurred by it in acting in such capacity (whether arising out of any act or omission by the Company in relation to the Offering or to the Shares or otherwise);
- (u) if it is acquiring any Shares for an account of one or more persons, it has full power to make the acknowledgements, representations, warranties and

- agreements hereunder on behalf of each such person and it will take reasonable steps to ensure that each such person will comply with its obligations hereunder:
- it acknowledges that the Beneficiaries will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements in conducting and undertaking the Offering;
- (w) it has read this Announcement, including this Appendix, in its entirety;
- (x) the exercise by the Agents of any right of termination or any right of waiver exercisable by them contained in the Agency Agreement, without limitation, the right to terminate the Agency Agreement, is within their absolute discretion and no Agent will have any liability to any Purchaser whatsoever in connection with any decision to exercise or not exercise any such rights;
- (y) if (i) any of the conditions in the Agency Agreement are not satisfied (or, where relevant, waived), or (ii) the Agency Agreement is terminated or does not otherwise become unconditional in all respects prior to the admission of the Shares, the Offering will lapse and its rights shall cease and determine at such time and no claim shall be made by any Purchaser in respect thereof;
- (z) no offer document or prospectus has been, or will be, prepared in connection with the Offering other than the Final Canadian Prospectus and represents and warrants that it has not received a prospectus or other offer document other than the Final Canadian Prospectus in connection therewith;
- (aa) the Shares are (and the Shares issued pursuant to the Offering will be) admitted to trading on AIM and listed on the TSX and BVL, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM, the Canadian and Peruvian securities regulatory authorities and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other AIM, TSX or BVL quoted or listed company, without undue difficulty;
- (bb) none of the Agents or the Company nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide it, with any material regarding the Shares or the Company or any other person other than this Announcement and the Final Canadian Prospectus; nor has it requested any of the Agents or the Company nor any of their affiliates or any person acting on behalf of any of them to provide it with any such information;
- (cc) the content of this Announcement and the Final Canadian Prospectus is exclusively the responsibility of the Company and that none of the Agents nor any person acting on their behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company (except for any information or statements relating solely to the Agents and furnished by the Agents specifically for use in such documents) and will not be liable for any Purchaser's decision to participate in the Offering based on any information, representation or statement contained in this Announcement, the Final Canadian Prospectus or otherwise. Each Purchaser further represents, warrants and agrees that the only information on which it is entitled to rely and

on which such Purchaser has relied in committing itself to subscribe for the Shares is contained in this Announcement and any information previously published by the Company, such information being all that it deems necessary to make an investment decision in respect of the Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by any of the Agents or the Company and none of the Agents or the Company will be liable for any Purchaser's decision to accept an invitation to participate in the Offering based on any other information, representation, warranty or statement. Each Purchaser further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Offering;

- (dd) neither it, nor the person specified by it for registration as a holder of Shares is, or is acting as nominee or agent for, and that the Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depositary receipts and clearance services);
- (ee) if in the United Kingdom, it has complied with its obligations in connection with the Criminal Justice Act 1993, money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2003 and the Money Laundering Regulations 2007 and Part VIII of the Financial Services and Markets Act 2000 (the "Regulations") and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations. If within a reasonable time after a request for verification of identity the Agents have not received such satisfactory evidence, the Agents may, in their absolute discretion, terminate your Offering Participation in which event all funds delivered by you to the Agents (if any) will be returned without interest to the account of the drawee bank from which they were originally debited;
- (ff) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving, the United Kingdom;
- (gg) it and any person acting on its behalf is entitled to subscribe for and purchase the Shares under the laws of all relevant jurisdictions which would apply to it, and that it and any person acting on its behalf is in compliance with applicable laws in the jurisdiction of its residence, the residence of the Company, or otherwise;
- (hh) it (and any person acting on its behalf) will make or procure payment for the Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Shares may be placed with other subscribers or sold as the Bookrunner may in its absolute discretion determine and without liability to such Purchaser;
- (ii) the person whom it specifies for registration as holder of the Shares will be (i) itself or (ii) its nominee, as the case may be, none of the Agents nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Purchaser and any person acting on behalf of such Purchaser agrees to participate in the Offering and it agrees to indemnify the Company and the Agents in respect of

the same on the basis that the Shares will be allotted to the account of the Agents who will hold them as nominee on behalf of such Purchaser until settlement in accordance with its standing settlement instructions;

- (jj) the Company and the Agents and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to each of the Agents on their own behalf and on behalf of the Company and are irrevocable;
- (kk) it will indemnify and hold the Company and the Agents and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Offering;
- its commitment to subscribe for Shares on the terms set out herein will continue (11)notwithstanding any amendment that may in future be made to the terms of the Offering and the Purchaser will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the The foregoing representations, warranties and confirmations are given for the benefit of the Company and the Agents. The agreement to settle a Purchaser's subscription (and/or the subscription of a person for whom such Purchaser is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Shares in question. agreement assumes, and is based on the warranty above from each Purchaser, that neither it, nor the person specified by it for registration as holder, of Shares is, or is acting as nominee or agent for, and that the Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depositary receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Purchaser agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither the Company nor the Agents shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Purchaser should seek its own advice and notify the Agents accordingly;
- (mm) no action has been or will be taken by any of the Company, the Agents or any person acting on behalf of the Company or the Agents that would, or is intended to, permit a public offering of the Shares in any country or jurisdiction where any such action for that purpose is required;
- (nn) it will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the subscription by them of any Shares or the agreement by them to subscribe for any Shares;
- (oo) the Agents or any of their affiliates may, at their absolute discretion, agree to become a purchaser in respect of some or all of the Shares;

- (pp) when a Purchaser or person acting on behalf of the Purchaser is dealing with the Agents, any money held in an account with any of the Agents on behalf of the Purchaser and/or any person acting on behalf of the Purchaser will not be treated as client money within the meaning of the rules and regulations of the FSA made under FSMA;
- (qq) it acknowledges that the money will not be subject to the protections conferred by the client money rules and as a consequence, this money will not be segregated from the relevant Agents' money in accordance with the client money rules and will be used by the relevant Agent in the course of its own business; and the Purchaser will rank only as a general creditor of the Agent;
- (rr) it acknowledges that all times and dates in this Announcement may be subject to amendment and the Agents shall notify the Purchasers and any person acting on behalf of the Purchasers of any changes;
- (ss) that past performance is no guide to future performance and persons needing advice should consult an independent financial adviser;
- (tt) all obligations entered into by the Purchaser pursuant hereto with the Agents are entered into with them as agent for the Company and are therefore enforceable directly by the Company;
- (uu) if a company, it is a valid and subsisting company and has all the necessary corporate capacity and authority to execute its obligations in connection with the Offering participation; and
- (vv) time shall be of the essence as regards obligations pursuant to this Appendix.

# 10. Entire Agreement

The terms set out in this Appendix and the allocation of Shares (including the subscription amount payable) as confirmed to a Purchaser, constitute the entire agreement to the terms of the Offering and a Purchaser's participation in the Offering to the exclusion of prior representations, understandings and agreements between them. Any variation of such terms must be in writing.

## 11. Governing Law and Jurisdiction

The agreement arising out of acceptance of the Offering in the United Kingdom and any dispute or claim arising out of or in connection with the Offering in the United Kingdom or formation thereof (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each Purchaser irrevocably agrees to submit to the exclusive jurisdiction of the courts of England to settle any claim or dispute that arises out of or in connection with the agreement arising out of acceptance of the Offering in the United Kingdom or its subject matter or formation (including non-contractual disputes or claims).