

SECURITIES AND EXCHANGE COMMISSION

FORM SC 14D9

Tender offer solicitation / recommendation statements filed under Rule 14d-9

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SUBJECT COMPANY

AURIZON MINES LTD

CIK:[913955](#) | IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **SC 14D9** | Act: **34** | File No.: [005-78974](#) | Film No.: **13542258**
SIC: **1090** Miscellaneous metal ores

Mailing Address
*SUITE 3120, PARK PLACE
666 BURRARD STREET
VANCOUVER A1 V6C3A8*

Business Address
*SUITE 3120, PARK PLACE
666 BURRARD STREET
VANCOUVER A1 V6C3A8
6046876600*

FILED BY

AURIZON MINES LTD

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6046876600*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

SCHEDULE 14D-9
(RULE 14d-101)

**Solicitation/Recommendation Statement Under
Section 14(d)(4) of the Securities Exchange Act of 1934**

AURIZON MINES LTD.
(Name of Subject Company)

AURIZON MINES LTD.
(Name of Person(s) Filing Statement)

Common Shares
(Title of Class of Securities)

05155P106
(CUSIP Number of Class of Securities)

Julie A.S. Kemp
Aurizon Mines Ltd.
Suite 1120, Cathedral Place, 925 West Georgia Street
Vancouver, British Columbia
Canada V6C 3L2
(684) 687-6600

(Name, Address and Telephone Number of Person Authorized to Receive Notice and
Communications on Behalf of the Person(s) Filing Statement)

With copies to:

Christopher J. Cummings
Adam M. Givertz
Paul, Weiss, Rifkind, Wharton & Garrison LLP
Toronto-Dominion Centre
77 King Street West, Suite 3100
Toronto, Ontario
Canada M5K 1J3
(416) 504-0520

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

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This Solicitation/Recommendation Statement on Schedule 14D-9 (the “Statement”) relates to the offer (the “Alamos Offer”) made by Alamos Gold Inc., a British Columbia corporation (“Alamos”), to purchase all of the outstanding common shares of Aurizon Mines Ltd. (“Aurizon,” or the “Company”). The terms and conditions of the Alamos Offer are set forth in the Tender Offer Statement on Schedule TO (together with the exhibits thereto, the “Schedule TO”), filed by Alamos with the Securities and Exchange Commission on January 14, 2013.

In connection with the Alamos Offer, the Company’s board of directors has prepared a directors’ circular (the “Directors’ Circular”), dated January 23, 2013. The Directors’ Circular, which will be mailed to the Company’s shareholders, is filed as exhibit (a)(1)(A) to this Statement and is incorporated by reference into this Statement in its entirety.

ITEM 1. SUBJECT COMPANY INFORMATION.

Name and Address

The name of the subject company to which this Statement relates is Aurizon Mines Ltd., a British Columbia corporation. The address of the principal executive offices of the subject company is Suite 1120, Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, Canada, V6C 3L2. The business telephone number of the subject company is (684) 687-6600.

Securities

The title of the class of equity securities to which this Statement relates is the Company’s common shares, without par value (the “Common Shares”). The number of Common Shares issued and outstanding as of the close of business on January 20, 2013, is set forth in the Directors’ Circular under the heading “Ownership of Securities of Aurizon.”

ITEM 2. IDENTITY AND BACKGROUND OF FILING PERSON.

The name, address and telephone number of the Company, which is the person filing this Statement and the subject company, are set forth in Item 1, “Subject Company Information – Name and Address,” above. The Company’s website is www.aurizon.com. The website and the information on or available through the website are not a part of this Statement, are not incorporated herein by reference and should not be considered a part of this Statement.

The Alamos Offer is described in the Directors’ Circular under the headings “Summary,” “Questions and Answers About the Alamos Offer,” “Directors’ Circular” and “How to Withdraw Deposited Shares.”

The Schedule TO states that Alamos’ head office is located at Suite 2200, 130 Adelaide Street West, Toronto, Ontario M5H 3P5 and its registered and records office is located at Suite 3350, Four Bentall Centre, 1055 Dunsmuir Street, P.O. Box 49222, Vancouver, British Columbia V7X 1L2.

ITEM 3. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

The information set forth in the Directors’ Circular under the headings “Background to the Alamos Offer,” “Relationship Between Alamos and the Directors and Officers of Aurizon,” “Arrangements Between Aurizon and its Directors And Officers,” “Arrangements Between Alamos and Securityholders of Aurizon” and “Interests of Directors and Officers of Aurizon in Material Transactions with Alamos,” is incorporated by reference into this Statement.

ITEM 4. THE SOLICITATION OR RECOMMENDATION.

The recommendation with respect to the Alamos Offer and the reasons for such recommendation are set forth in the Directors’ Circular under the headings “Summary,” “Questions and Answers About the Alamos Offer,” “Recommendation of the Special Committee to the Board Of Directors,” “Recommendation of the Board Of Directors to Aurizon Shareholders,” “Reasons for Rejection” and “Conclusion and Recommendation,” and are incorporated by reference into this Statement. The intentions of the Company’s executive officers and directors with respect to the Alamos Offer are set forth in the Directors’ Circular under the heading “Intentions of Directors and Officers,” and are incorporated by reference into this Statement.

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ITEM 5. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.

The identity of all persons or classes of persons that are directly employed, retained or compensated to make recommendations with respect to the Alamos Offer and summaries of the material terms of employment, retainer or compensation of such persons are set forth in the Directors' Circular under the headings "Opinions of Financial Advisors" and "Persons or Assets Employed, Compensated or Used" and are incorporated by reference into this Statement.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

Except as set forth in the Directors' Circular under the headings "Trading In Securities of Aurizon," and "Issuances of Securities of Aurizon," which are incorporated by reference into this Statement, no transactions in the Common Shares have been effected during the past six months by the Company or any subsidiary of the Company or by any executive officer, director or affiliate of the Company.

ITEM 7. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

Except as set forth in the Directors' Circular under the heading "Alternatives To The Alamos Offer," which is incorporated by reference into this Statement, the Company is not undertaking or engaged in any negotiations in response to the Alamos Offer that relate to: (i) a tender offer or other acquisition of the Company's securities by the Company, any of its subsidiaries or any other person; (ii) any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (iii) any purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries; or (iv) any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company.

Except as set forth in the Directors' Circular under the headings "Summary" and "Alternatives to the Alamos Offer," which are incorporated by reference into this Statement, the Company has not entered into any transaction, adopted any board resolution or signed any contract in response to the Alamos Offer that relates to: (i) a tender offer or other acquisition of the Company's securities by the Company, any of its subsidiaries or any other person; (ii) any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (iii) any purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries; or (iv) any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company.

ITEM 8. ADDITIONAL INFORMATION TO BE FURNISHED.

The information set forth in the Directors' Circular under the headings "Shareholder Rights Plan" and is incorporated by reference into this Statement.

ITEM 9. EXHIBITS.

Exhibit No.	Description
(a)(1)(A)	Directors' Circular, dated January 23, 2013
(a)(1)(B)	Press release of the Company, dated January 15, 2013
(a)(1)(C)	Press release of the Company, dated January 18, 2013
(a)(1)(D)	Press release of the Company, dated January 23, 2013
(a)(1)(E)	Letter to Shareholders, dated January 23, 2013
(a)(1)(F)	Letter to Employees, dated January 23, 2013
(a)(1)(G)	Employment Agreement of George Paspalas, President and CEO, dated June 27, 2011
(a)(1)(H)	Employment Agreement of Ian S. Walton, EVP and CFO, dated October 11, 2006
(a)(1)(I)	Employment Agreement of Martin Bergeron, Vice President, Operations, dated October 12, 2009
(a)(1)(J)	Amendment to Employment Agreement of Martin Bergeron, dated December 12, 2012
(a)(1)(K)	Deferred Share Unit Plan, dated March 14, 2012
(a)(1)(L)	Restricted Share Unit Plan, dated December 12, 2012
(a)(1)(M)	Stock Option Plan, dated May 10, 2012

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FORWARD-LOOKING STATEMENTS

The Directors' Circular, including the discussion of the reasons for the unanimous recommendation of the Board of Directors of Aurizon that Aurizon shareholders reject the Alamos Offer and not tender their shares of Aurizon to the Alamos Offer, contains forward-looking information (as defined in the Securities Act (British Columbia)) and forward-looking statements (collectively, "forward-looking statements") that are prospective in nature. These statements refer to future events and include information concerning the Alamos Offer and the business operations, prospects and financial performance of Aurizon, which are subject to certain risks, uncertainties and assumptions.

Such forward-looking statements include statements regarding the value of the Company, estimates regarding production, costs of production, capital expenditures, expected recoveries, developments and exploration at Casa Berardi in 2013 as well as future production levels from and value estimates in respect of Casa Berardi, mineral resource estimates and exploration plans and potential in respect of other Company projects, the potential for alternative transactions and the terms thereof and risks relating to Alamos' properties. All statements other than statements of historical fact may be forward-looking statements. Generally these forward-looking statements can often, but not always, be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases, or statements that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved.

These forward-looking statements are based on a number of assumptions, including, but not limited to: assumptions regarding the Alamos Offer and the value of Aurizon's assets, in particular Casa Berardi; the successful completion of new development projects, planned expansions or other projects within the timelines anticipated and at anticipated production levels; the accuracy of reserve and resource and reserve estimates, grades, mine life and cash cost estimates; whether mineral resources can be developed; interest and exchange rates; the price of gold and other metals; the strength of the economic fundamentals of gold relative to other base metals; competitive conditions in the mining industry; title to mineral properties; financing requirements; general economic conditions; the risk of changes in laws, rules and regulations applicable to Aurizon; the risks relating to Alamos' s properties; and whether or not an alternative transaction superior to the Alamos Offer may emerge. Although management of Aurizon believes that the assumptions made and the expectations represented by such statements are reasonable, there can be no assurance that a forward-looking statement herein will prove to be accurate.

Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements contained in the Directors' Circular and even if such actual results and developments are realized or substantially realized, there can be no assurance that they will have the expected consequences or effects. Factors which could cause actual results to differ materially from current expectations include, but are not limited to, the availability of any superior alternatives to present to Aurizon shareholders, whether any such alternative can be sufficiently advanced before the expiry of the Alamos Offer, the risk that some or all of the assumptions on which forward looking statements are based prove to be invalid including that the cost of labour, equipment or materials, including power, will increase more than expected, that development and production inputs will become less available than expected, that the price of gold will decline, that the Canadian dollar will strengthen against the U.S. dollar, that mineral reserves or mineral resources are not as estimated, that actual costs or actual results of reclamation activities are greater than expected, that actual grades or recovery rates are lower than expected, the risk of unexpected occurrences that affect rates of production, including failure or disruption to plant, process or equipment, labour unrest, unexpected variations in ore reserves, grade or recovery rates and the occurrence of accidents and the risks set forth in Aurizon's Annual Information Form dated March 30, 2012 which is available under Aurizon's profile on SEDAR at www.sedar.com and in available on EDGAR as an Exhibit to the Company's annual report on Form 40-F at www.sec.gov. You should not place undue reliance on any forward-looking statements contained in the Directors' Circular.

Aurizon specifically disclaims any obligation to reissue or update these forward-looking statements as a result of new information or events after the date hereof, except as may be required by law. All forward looking statements herein are qualified by this cautionary statement. These forward-looking statements should not be relied upon as representing Aurizon's views as of any date subsequent to the date of the Directors' Circular.

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SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

AURIZON MINES LTD.

By: /s/Ian S. Walton

Name: Ian S. Walton

Title: Executive Vice President and Chief
Financial Officer

Dated: January 23, 2013



An Inadequate Offer at a Highly Opportunistic Time

Your Board
Unanimously
Recommends
Rejection
of the Unsolicited
Offer by Alamos

Aurizon Mines Directors' Circular
aurizon.com/maximizevalue

This document is important and requires your immediate attention. If you are in doubt as to how to respond to the Alamos Offer you should consult with your investment dealer, stockbroker, lawyer or other professional advisor. Inquiries concerning the information in this document should be directed to Georgeson Shareholder Communications Canada Inc. ("Georgeson"), our Information Agent, at Toll Free (North America): 1-888-605-7616 or Outside North America Call Collect: 1-781-575-2422 or Email: askus@georgeson.com.



**DIRECTORS' CIRCULAR
RECOMMENDING
REJECTION
OF THE UNSOLICITED OFFER BY
ALAMOS GOLD INC.
TO PURCHASE ALL OF THE OUTSTANDING COMMON SHARES
OF
AURIZON MINES LTD.**

**Your Directors unanimously recommend that Aurizon Shareholders
REJECT the Alamos Offer
and NOT TENDER their Aurizon Shares to the Alamos Offer.**

**THE BOARD OF DIRECTORS OF AURIZON HAS UNANIMOUSLY CONCLUDED THAT THE ALAMOS
OFFER IS INADEQUATE AND NOT IN THE BEST INTERESTS OF AURIZON AND UNANIMOUSLY
RECOMMENDS THAT YOU REJECT THE ALAMOS OFFER AND NOT TENDER YOUR AURIZON
SHARES**

WE RECOMMEND YOU READ THE REASONS FOR REJECTION

January 22, 2013

**Your Directors unanimously recommend that Aurizon Shareholders REJECT the
Alamos Offer
and NOT TENDER their Aurizon Shares to the Alamos Offer.**

**Any Aurizon Shareholder who has tendered their Aurizon Shares to the Alamos offer
should WITHDRAW those Aurizon Shares.**

**ANY QUESTIONS OR REQUESTS FOR ASSISTANCE MAY
BE DIRECTED TO OUR INFORMATION AGENT:**

Georgeson

North American Toll Free Number: 1-888-605-7616

Outside North America Call Collect: 1-781-575-2422

Email: askus@georgeson.com

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

**FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA):
1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.**

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REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA):
1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.

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REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

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SUMMARY

The information set out below is intended as a summary only and is qualified in its entirety by the more detailed information appearing elsewhere in this Directors' Circular.

The Alamos Offer:

Alamos Gold Inc. (“**Alamos**”) is offering to purchase all of the outstanding common shares (“**Aurizon Shares**”) of Aurizon Mines Ltd. (“**Aurizon**”), other than those currently held by Alamos and its affiliates, on the basis of \$4.65 in cash or 0.2801 of a common share of Alamos (an “**Alamos Share**”) for each Aurizon Share held, as elected by each holder of Aurizon Shares (an “**Aurizon Shareholder**”), subject in either case to pro-rata such that the maximum amount of cash that Alamos will pay under the offer is \$305,000,000 and the maximum total number of Alamos Shares available for issuance under the Alamos Offer is 23,500,000 Alamos Shares (the “**Alamos Offer**”).

The Alamos Offer is conditional and currently scheduled to expire at 5:00 p.m. (Toronto Time) on February 19, 2013 unless extended or withdrawn (the “**Expiry Time**”).

Aurizon Shareholders who have tendered Aurizon Shares to the Alamos Offer and who wish to obtain assistance in withdrawing their Aurizon Shares are urged to contact their broker or Georgeson, the Information Agent retained by Aurizon, Toll Free (**North America**): 1-888-605-7616 Outside North America Call Collect: 1-781-575-2422 or Email: askus@georgeson.com.

Unanimous Recommendation of the Board of Directors:

The Aurizon Board of Directors (the “Board of Directors”) UNANIMOUSLY recommends that Aurizon Shareholders REJECT the Alamos Offer and NOT TENDER their Aurizon Shares to the Alamos Offer.

Reasons for Rejection:

The Board of Directors believes that the Alamos Offer is inadequate and not in the best interests of Aurizon. The Board of Directors has thoroughly reviewed and considered the Alamos Offer, with the benefit of advice received from its financial and legal advisors and the recommendation of the Special Committee (as defined below). The following is a summary of the principal reasons for the unanimous recommendation of the Board of Directors to Aurizon Shareholders that they REJECT the Alamos Offer and NOT TENDER their Aurizon Shares to the Alamos Offer.

The Alamos Offer is inadequate to Aurizon Shareholders, other than Alamos.

The timing of the Alamos Offer is highly opportunistic and disadvantageous to Aurizon Shareholders.

The value of Alamos Shares is uncertain and is subject to

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA): 1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.

significant risks.

The Alamos Offer is highly conditional.

Aurizon's Directors and Officers do not intend to tender their Aurizon Shares to the Alamos Offer.

The Board of Directors is currently exploring value-maximizing alternatives.

The Share Purchase Agreements entered into by Alamos and certain Aurizon Shareholders immediately prior to the Alamos Offer result in unequal treatment of Aurizon Shareholders.

Alternatives to the Alamos Offer:

In response to the Alamos Offer, the Board of Directors has been working, together with Aurizon's management and financial and legal advisors, to develop, review and evaluate a range of alternatives consistent with the Board of Directors' focus on maximizing value to Aurizon Shareholders.

These alternatives include building upon existing value-enhancing initiatives, as well as engaging in discussion with third parties regarding strategic alternatives. Aurizon has been approached by a number of third parties who have expressed interest in exploring various alternatives, and Aurizon is currently conducting discussions with these interested parties.

While there can be no assurances an alternative to the Alamos Offer will emerge, Aurizon's pursuit of strategic alternatives may lead to a proposal superior to the Alamos Offer. The process of evaluating strategic alternatives is being vigorously pursued and the Board of Directors will communicate further with Aurizon Shareholders on a timely basis prior to the expiry of the Alamos Offer.

Tendering Aurizon Shares to the Alamos Offer before the Board of Directors and its advisors have had an opportunity to fully explore all available alternatives to the Alamos Offer may preclude the possibility of a superior alternative transaction emerging.

Rejection of the Alamos Offer by Directors and Officers:

All of the directors and officers of Aurizon have informed Aurizon that they will reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer.

Right to Withdraw Shares from the Alamos Offer:

If you have tendered your Aurizon Shares to the Alamos Offer, you can withdraw your Aurizon Shares. See page 9 of this Directors' Circular for further instructions on how to withdraw your Aurizon Shares tendered to the Alamos Offer.

IF YOU HAVE NOT YET TENDERED YOUR AURIZON SHARES TO THE ALAMOS OFFER, YOU DO NOT NEED TO DO ANYTHING TO REJECT THE ALAMOS OFFER.

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA):
1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.

QUESTIONS AND ANSWERS ABOUT THE ALAMOS OFFER

Should I accept the Alamos Offer?

Your Board of Directors **UNANIMOUSLY** recommends that Aurizon Shareholders **REJECT** the Alamos Offer and **NOT TENDER** their Aurizon Shares. Each of Aurizon's directors and officers has indicated his or her intention to **NOT** accept the Alamos Offer.

How do I reject the Alamos Offer?

You do not need to do anything. **DO NOT TENDER** your Aurizon Shares.

Can I withdraw my Aurizon Shares if I have already tendered?

YES. According to the Alamos Circular (as defined below), Aurizon Shares that have been deposited to the Alamos Offer ("**Deposited Shares**") may be withdrawn:

- (a) at any time before the Deposited Shares have been taken up by Alamos pursuant to the Alamos Offer;
- (b) if the Deposited Shares have not been paid for by Alamos within three business days after having been taken up;
- (c) at any time before the expiration of ten days from the date upon which either:
 - i. a notice of change relating to a change that has occurred in the information contained in the Alamos Offer or the offer and take-over bid circular, dated January 14, 2013, mailed to Aurizon Shareholders (the "**Alamos Circular**"), as amended from time to time, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Alamos Offer (other than a change that is not within the control of Alamos or of an affiliate of Alamos, unless it is a change in a material fact relating to the Alamos Shares), in the event that such change occurs before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal in respect of the Alamos Offer; or
 - ii. a notice of variation concerning a variation in the terms of the Alamos Offer (other than a variation consisting solely of an increase in the consideration offered for the Aurizon Shares where the Expiry Time is not extended for more than ten days, or a variation consisting solely of a waiver of a condition of the Alamos Offer),

is mailed, delivered or otherwise properly communicated to Kingsdale Shareholder Services Inc. (the "**Alamos Depository and Information Agent**") (subject to abridgement of that period pursuant to such order or orders or other forms of relief as may be granted by applicable courts or securities regulatory authorities) and only if such Deposited Shares have not been taken up by Alamos in advance of the receipt of such communication by the Alamos Depository and Information Agent; or

- (d) at any time after 60 days from the commencement of the Alamos Offer, provided that the Deposited Shares have not been taken up by Alamos prior to the receipt by the Alamos Depository and Information Agent of the notice of withdrawal with respect to such Deposited Shares.

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

**FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA):
1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.**

How do I withdraw my Aurizon Shares?

If you have already tendered your Aurizon Shares to the Alamos Offer, we recommend you withdraw your Aurizon Shares from the Alamos Offer. Please see page 9 of this Directors' Circular for information on how to withdraw your Aurizon Shares. We recommend you contact your broker or dealer, or Georgeson, the Information Agent retained by Aurizon, for assistance with withdrawing your Aurizon Shares from the Alamos Offer. You can contact Georgeson using the contact information set out at the bottom of this Questions and Answers section.

Why does the Board of Directors believe that the Alamos Offer should be rejected?

The Board of Directors believes that the Alamos Offer fails to provide full value for the Aurizon Shares and is an attempt by Alamos to acquire Aurizon without offering adequate consideration to Aurizon Shareholders. The following is a summary of the principal reasons for the **UNANIMOUS** recommendation of the Board of Directors to Aurizon Shareholders that they **REJECT** the Alamos Offer and **NOT TENDER** their Aurizon Shares:

The Alamos Offer is inadequate to Aurizon Shareholders, other than Alamos.

The timing of the Alamos Offer is highly opportunistic and disadvantageous to Aurizon Shareholders.

The value of Alamos Shares is uncertain and is subject to significant risks.

The Alamos Offer is highly conditional.

Aurizon's Directors and Officers do not intend to tender their Aurizon Shares to the Alamos Offer.

The Board of Directors is currently exploring value-maximizing alternatives.

The Share Purchase Agreements entered into by Alamos and certain Aurizon Shareholders immediately prior to the Alamos Offer result in unequal treatment of Aurizon Shareholders.

What is the Board of Directors doing in response to the Alamos Offer?

In response to the Alamos Offer, the Board of Directors established a Special Committee of its independent directors (the "**Special Committee**") which has been working, together with Aurizon's management and financial and legal advisors, to carefully review and consider the Alamos Offer as well as to develop, review and evaluate a range of alternatives consistent with the Board of Directors' focus on maximizing value to Aurizon Shareholders. These alternatives include building upon existing value-enhancing initiatives, as well as engaging in discussions with third parties regarding strategic alternatives. Aurizon has been approached by a number of third parties who have expressed interest in exploring various alternatives, and Aurizon is currently conducting discussions with these interested parties.

Are the directors and officers of Aurizon planning to tender their Aurizon Shares to the Alamos Offer?

No. All of the directors and officers of Aurizon have indicated their intention to **NOT** tender their Aurizon Shares to the Alamos Offer.

Is this a "hostile" take-over bid?

Yes. In a friendly take-over, the two companies work together to come to an agreement that would enhance shareholder value. Alamos, however, initiated its offer without the support of Aurizon.

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

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Do I have to decide now?

No. You do not have to take any action at this time. The Alamos Offer is scheduled to expire on February 19, 2013 and is subject to a number of conditions that have not yet been satisfied. The Board of Directors of Aurizon unanimously recommends that Aurizon Shareholders **NOT TENDER** their Aurizon Shares unless and until a further communication is made by the Board of Directors concerning the Alamos Offer stating otherwise.

Who do I ask if I have more questions?

Your Board of Directors recommends that you read the information contained in this Directors' Circular. Please contact Georgeson, the Information Agent retained by Aurizon, with any questions or requests for assistance that you might have:



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DIRECTORS' CIRCULAR

This Directors' Circular is issued by the Board of Directors (the "**Board of Directors**") of Aurizon Mines Ltd. ("**Aurizon**" or the "**Company**") in connection with the unsolicited offer (the "**Alamos Offer**") made by Alamos Gold Inc. ("**Alamos**") to acquire all of the issued and outstanding common shares of Aurizon (the "**Aurizon Shares**"), other than Aurizon Shares held directly or indirectly by Alamos and its affiliates, including Aurizon Shares that may become outstanding upon the conversion, exchange or exercise of outstanding options or other rights to acquire Aurizon Shares ("**Convertible Securities**") at a price of \$4.65 in cash or 0.2801 of a common share of Alamos (an "**Alamos Share**") for each Aurizon Share held, at the election of the holders of Aurizon Shares (the "**Aurizon Shareholders**"), but subject to pro-ration as described herein and in the Alamos Offer and upon the other terms and subject to the conditions set forth in the Alamos Offer. The Alamos Offer was announced by Alamos by press release on January 14, 2013 and is described in the Alamos Offer and accompanying take-over bid circular, dated January 14, 2013, mailed to Aurizon Shareholders (the "**Alamos Circular**").

All information contained in this Directors' Circular relating to the Alamos Offer and to Alamos has been taken from or is based on publicly available documents or records of Alamos filed with Canadian provincial securities regulatory authorities, the United States Securities and Exchange Commission and other public sources. Neither the Board of Directors nor Aurizon has verified or assumes responsibility for the accuracy or completeness of such information.

All dollar amounts in this Directors' Circular are expressed in Canadian dollars, unless otherwise indicated.

This Directors' Circular and related materials are being sent to both registered and non-registered owners of the Aurizon Shares. If you are, like most Aurizon Shareholders, a non-registered or "beneficial" owner of Aurizon Shares (because you hold the shares through an intermediary such as a broker) and you are receiving these materials directly from the Company or its agent (instead of through an intermediary), your name and address and information about your holdings of Aurizon Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding Aurizon Shares on your behalf.

FORWARD-LOOKING STATEMENTS

This Directors' Circular, including the discussion of the reasons for the unanimous recommendation of the Board of Directors that Aurizon Shareholders reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer, contains forward-looking information (as defined in the *Securities Act* (British Columbia)) and forward-looking statements (collectively, "**forward-looking statements**") that are prospective in nature. These statements refer to future events and include information concerning the Alamos Offer and the business operations, prospects and financial performance of Aurizon, which are subject to certain risks, uncertainties and assumptions.

Such forward-looking statements include statements regarding the value of the Company, estimates regarding production, costs of production, capital expenditures, expected recoveries, developments and exploration at Casa Berardi in 2013 as well as future production levels from and value estimates in respect of Casa Berardi, mineral resource estimates and exploration plans and potential in respect of other Company projects, the potential for alternative transactions and the terms thereof and risks relating to Alamos' s properties. All statements other than statements of historical fact may be forward-looking statements. Generally these forward-looking statements can often, but not always, be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases, or statements that

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certain actions, events or results “may”, “could”, “would”, “should”, “might” or “will” be taken, occur or be achieved.

These forward-looking statements are based on a number of assumptions, including, but not limited to: assumptions regarding the Alamos Offer and the value of Aurizon’s assets, in particular Casa Berardi; the successful completion of new development projects, planned expansions or other projects within the timelines anticipated and at anticipated production levels; the accuracy of reserve and resource estimates, grades, mine life and cash cost estimates; whether mineral resources can be developed; interest and exchange rates; the price of gold and other metals; the strength of the economic fundamentals of gold relative to other base metals; competitive conditions in the mining industry; title to mineral properties; financing requirements; general economic conditions; the risk of changes in laws, rules and regulations applicable to Aurizon; the risks relating to Alamos’s properties; and whether or not an alternative transaction superior to the Alamos Offer may emerge. Although management of Aurizon believes that the assumptions made and the expectations represented by such statements are reasonable, there can be no assurance that a forward-looking statement herein will prove to be accurate.

Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements contained in this Directors’ Circular and even if such actual results and developments are realized or substantially realized, there can be no assurance that they will have the expected consequences or effects. Factors which could cause actual results to differ materially from current expectations include, but are not limited to, the availability of any superior alternatives to present to Aurizon Shareholders, whether any such alternative can be sufficiently advanced before the expiry of the Alamos Offer, the risk that some or all of the assumptions on which forward-looking statements are based prove to be invalid including that the cost of labour, equipment or materials, including power, will increase more than expected, that development and production inputs will become less available than expected, that the price of gold will decline, that the Canadian dollar will strengthen against the U.S. dollar, that mineral reserves or mineral resources are not as estimated, that actual costs or actual results of reclamation activities are greater than expected, that actual grades or recovery rates are lower than expected, the risk of unexpected occurrences that affect rates of production, including failure or disruption to plant, process or equipment, labour unrest, unexpected variations in ore reserves, grade or recovery rates and the occurrence of accidents and the risks set forth in Aurizon’s Annual Information Form dated March 30, 2012 which is available under Aurizon’s profile on SEDAR at www.sedar.com. You should not place undue reliance on any forward-looking statements contained in this Directors’ Circular.

Aurizon specifically disclaims any obligation to reissue or update these forward-looking statements as a result of new information or events after the date hereof, except as may be required by law. All forward looking statements herein are qualified by this cautionary statement. These forward-looking statements should not be relied upon as representing Aurizon’s views as of any date subsequent to the date of this Directors’ Circular.

NOTICE TO U.S. READERS CONCERNING MINERAL RESOURCE ESTIMATES

Information in this Directors’ Circular and disclosure documents of Aurizon that are filed with Canadian securities regulatory authorities concerning mineral properties have been prepared in accordance with the requirements of securities laws in effect in Canada, which differ from the requirements of United States securities laws.

Aurizon is required to describe mineral reserves associated with its properties utilizing Canadian Institute of Mining, Metallurgy and Petroleum (“**CIM**”) definitions of “proven” or “probable”, which categories of reserves are recognized by Canadian National Instrument 43-101 *Standards of Disclosure for Mineral Projects* (“**NI 43-101**”), but which differ from those definitions in the disclosure requirements promulgated by the United States Securities and Exchange Commission (“**SEC**”) and contained in Industry Guide 7. In addition, under NI 43-101 the Company is required to describe mineral resources associated with its properties utilizing CIM definitions of “measured”, “indicated” or “inferred”, which categories of resources are recognized by Canadian regulations but are not

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defined terms under Industry Guide 7 and are not permitted to be used in reports and registration statements of United States companies filed with the SEC.

Accordingly, information contained in this Directors' Circular regarding our mineral deposits may not be comparable to similar information disclosed by U.S. companies subject to the reporting and disclosure requirements under the United States federal securities laws and the rules and regulations of the SEC thereunder.

In particular, this Directors' Circular uses the terms "measured" and "indicated" resources. U.S. readers are cautioned that while these terms are recognized and required by Canadian regulations, the SEC does not recognize them. U.S. investors are cautioned not to assume that all or any part of measured mineral resources or indicated mineral resources will ever be converted into mineral reserves.

This Directors' Circular also uses the term "inferred" resources. U.S. readers are cautioned that while this term is recognized and required by Canadian regulations, the SEC does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of feasibility or pre-feasibility studies, except in rare cases. U.S. readers are cautioned not to assume that all or any part of an inferred resource exists, or is economically or legally mineable.

RECOMMENDATION OF THE SPECIAL COMMITTEE TO THE BOARD OF DIRECTORS

After careful consideration, including a thorough review of the Alamos Offer, the Alamos Circular, the Opinion (as defined below) of CIBC World Markets Inc., as well as a thorough review of other matters, including matters discussed below, and consultation with its financial and legal advisors, the Special Committee (as defined below) has unanimously concluded that the Alamos Offer is financially inadequate and not in the best interests of Aurizon and that the Board of Directors should recommend that Aurizon Shareholders reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer.

RECOMMENDATION OF THE BOARD OF DIRECTORS TO AURIZON SHAREHOLDERS

The Board of Directors has carefully reviewed and considered the Alamos Offer and the Alamos Circular and the report and recommendation of the Special Committee and has received the benefit of advice from its financial and legal advisors. Based upon the report of the Special Committee, the Opinion of Scotia Capital Inc. and after consultation with its financial and legal advisors, the Board of Directors unanimously recommends that Aurizon Shareholders reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer.

Aurizon Shareholders who have tendered their Aurizon Shares to the Alamos Offer can withdraw them at any time until Alamos takes up and pays for their Aurizon Shares. Alamos has provided instructions on how to submit a Notice of Withdrawal under Section 8 of the Alamos Circular under the heading "Withdrawal of Deposited Common Shares" beginning on page 14 of the Alamos Circular. **For assistance with withdrawing your Aurizon Shares, contact your broker or Georgeson, the Information Agent retained by Aurizon:**



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The Board of Directors unanimously recommends that Aurizon Shareholders **REJECT** the Alamos Offer and **NOT TENDER** their Aurizon Shares to the Alamos Offer.

Any Aurizon Shareholder who has already tendered Aurizon Shares under the Alamos Offer should **WITHDRAW** those Aurizon Shares.

NO NEED FOR IMMEDIATE ACTION

There is no need for Aurizon Shareholders to do anything immediately. The Alamos Offer is currently open until February 19, 2013. Aurizon's Board of Directors intends to communicate further with Aurizon Shareholders on a timely basis prior to the expiry of the Alamos Offer

If you have already tendered Aurizon Shares to the Alamos Offer, the Board of Directors recommends that you **WITHDRAW** them as described on page 9 of this Directors' Circular.

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REASONS FOR REJECTION

After careful consideration, the Board of Directors has **UNANIMOUSLY** concluded that the Alamos Offer is not adequate from a financial point of view and not in the best interests of Aurizon. Before arriving at its decision, the Board of Directors appointed a special committee of independent Directors to review and evaluate the Alamos Offer (the “**Special Committee**”). See also “Aurizon’s Response to the Alamos Offer - Establishment of Special Committee and Board of Directors Meetings”. After thorough consideration of all aspects of the Alamos Offer, the Alamos Circular, the Opinion of CIBC World Markets Inc. as well as the factors included in this Directors’ Circular and after consulting with its financial and legal advisors, the Special Committee has **UNANIMOUSLY** concluded that the Alamos Offer is inadequate from a financial point of view and not in the best interests of Aurizon. The following is a summary of the principal reasons for the Board of Directors’ and Special Committee’s **UNANIMOUS** recommendation that Aurizon Shareholders **REJECT** the Alamos Offer and **NOT TENDER** their Aurizon Shares to the Alamos Offer.

1. The Alamos Offer is inadequate to Aurizon Shareholders, other than Alamos and its affiliates.

The Alamos Offer is inadequate from a financial point of view to Aurizon Shareholders, other than Alamos, and does not reflect a sufficient premium for control of Aurizon.

- a) The value of the Alamos Offer is less than \$4.65 per Aurizon Share;

The Alamos Offer, based on the closing price of Alamos on the TSX on January 22, 2013, represented a value of \$4.55 per Aurizon Share assuming full pro-ration of the Alamos Offer consideration, a 4.1% **DISCOUNT** to the closing price of Aurizon’s Shares on the TSX on the same day and a 21% **DISCOUNT** to the 52-week high share price of Aurizon;

- b) The 40% premium announced by Alamos was based on the \$4.65 Alamos Offer and the closing price of the Aurizon Shares on January 9, 2013 and portrayed the Alamos Offer in the best possible terms;

This premium under the Alamos Offer has never been available to Aurizon Shareholders, based on the implied offer value, since the Alamos Offer announcement was made;

Based on the current Alamos Offer value of \$4.55 per Aurizon Share, the effective premium to Aurizon Shareholders has eroded 4% relative to the closing price of the Aurizon Shares on January 11, 2013, the last trading day before the Alamos Offer announcement was made;

- c) Alamos is seeking to acquire control of Aurizon without paying an adequate premium for that control. The premium represented by the Alamos Offer is inadequate and materially below premiums paid in other relevant unsolicited metals and mining transactions, which have averaged 56% since the year 2006 on completed transactions;

- d) the Alamos Offer fails to reflect the full value of Aurizon’s assets;

Casa Berardi is located in the world-class Abitibi camp, with a strong exploration and resource conversion track record that has exceeded the initial resource discovery throughout the years;

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Alamos management has indicated publically that they have ascribed little to no value to the Joanna Hosco Pit Project, Hosco West Extension or Heva properties that currently host mineral reserves and resources as previously disclosed. Based on research analyst net asset value (“NAV”) consensus estimates, Joanna and other exploration assets total \$195 million;

No value is given to the non-refractory resource at Heva which is expected to contribute to the overall attractiveness of Joanna. Heva in pit resource update to be completed in the first half of 2013 incorporating the 53,234 meters of drilling completed in 2012;

Work to date on Aurizon’ s properties has identified numerous targets at the nearby Fayolle deposit which are located close to Heva;

Research analysts have a consensus NAV for Casa Berardi of \$600 million and a total mining assets NAV, including Casa Berardi, of \$795 million or \$4.83 per Aurizon Share. This is in addition to Aurizon’ s \$204 million cash and equivalents balance as at December 31, 2012 (\$1.24 per Aurizon Share). The sum of the parts far exceed the Alamos Offer;

The consensus research analyst target price pre-announcement was \$5.41. The current analyst consensus analyst target price is \$5.63 with a range of \$4.65 to \$6.50 as of January 21, 2013;

- e) The Alamos Offer is below market precedent takeover multiples;

The Alamos Offer represents a 0.9x Price to NAV (“P/NAV”) multiple (based on research analyst consensus NAV) which is below the average P/NAV multiples paid in other relevant metals and mining transactions, since 2010 on completed transactions;

The Alamos Offer represents a \$78 per ounce multiple (based on the implied transaction value of the Alamos Offer adjusted for net cash received and Aurizon’ s current total measured, indicated, and inferred resources) which is below the average multiples paid in other relevant metals and mining transactions, which have averaged approximately \$145 per ounce since 2010 on completed transactions;

- f) Scotia Capital Inc. and CIBC World Markets Inc. have each delivered a written opinion to the Board of Directors and Special Committee, respectively, that as of January 22, 2013, and based upon and subject to the assumptions, limitations and qualifications set forth therein, the consideration offered under the Alamos Offer for the Aurizon Shares is inadequate from a financial point of view to the Aurizon Shareholders, other than Alamos and its affiliates. Copies of the opinions of Scotia Capital Inc. and CIBC World Markets Inc. are attached to this Directors’ Circular as Appendices “A” and “B”, respectively. See also “Opinions of Financial Advisors”. The opinions were provided for the information and assistance of the Board of Directors and the Special Committee in connection with their consideration of the Alamos Offer. The opinions do not constitute a recommendation to Aurizon Shareholders as to whether they should tender their Aurizon Shares to the Alamos Offer. The Board of Directors recommends that you read each opinion carefully and in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations and qualifications on the reviews undertaken.

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2. The timing of the Alamos Offer is highly opportunistic and disadvantageous to Aurizon Shareholders.

The timing of the Alamos Offer takes advantage of a depressed Aurizon Share price following the announcement on November 8, 2012 of Aurizon's third quarter 2012 financial results and revised guidance for 2012.

- a) The Alamos Offer was made at a time when the Aurizon Shares were trading near 52 week low share price levels, and at their lowest level since December 2008;
- b) The day prior to the release of Aurizon's third quarter 2012 financial results, Aurizon's Shares traded above the Alamos Offer price;
- c) Casa Berardi is currently undergoing a transition phase in its mine plan, and therefore the recent operating results from Casa Berardi are not reflective of its ordinary operations and track record while the longer term prospects for Aurizon remain unchanged;
- d) Aurizon Shareholders would own a maximum of approximately 16% of the combined company, thus significantly decreasing their exposure to Aurizon's assets;
- e) Aurizon would be contributing proportionately more than Alamos to the combined company in terms of 2013 forecast gold production, gold reserves and gold resources on a much lower risk profile than the Alamos assets as described herein; and
- f) The fact that Alamos never contacted Aurizon's management or board prior to making the Alamos Offer clearly demonstrates that it is opportunistic. For the 17 months that Chief Executive Officer George Paspalas has been with Aurizon, Alamos management has never contacted him.

3. The value of Alamos shares is uncertain and is subject to significant risks.

- a) **Increased geopolitical risk** - Aurizon's assets and expected growth are located in Canada, a geopolitically stable, investment-grade rated country. Alamos' asset portfolio is comprised of an operating mine in Mexico and a development project in Turkey;
- b) **Increased development risk** - Alamos' growth is primarily focused in Turkey. Alamos shares are subject to potentially significant project development risks, project financing risks and permitting risks, among others. Based on research analyst consensus valuations, Alamos' assets in Turkey represent approximately 43% of Alamos' total mining assets NAV;
- c) **Additional risk of shareholder dilution** - There is also a risk of further ownership dilution through future potential equity issuances to fund project development or future acquisitions. In particular, the cash on the Aurizon balance sheet, which is currently available for capital expenditures at Aurizon's mines, would effectively be used by Alamos to fund this acquisition;
- d) **Lack of Information** - Alamos has not provided Aurizon with an opportunity to conduct the due diligence on Alamos that is necessary to fully assess the value of the Alamos Offer. There are a number of concerns that need to be investigated; and

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- e) **Lack of Certainty** - Because the exchange ratio will not be adjusted to reflect any changes in the market value of Alamos Shares, the market values of the Alamos Shares and the Aurizon Shares at the time of the take up of the Aurizon Shares under the Alamos Offer may vary significantly from the values as at the date of the Alamos Offer or the date that Aurizon Shareholders tender their Aurizon Shares.

4. The Alamos Offer is highly conditional.

If satisfied by Aurizon, certain of the conditions could restrict the Board of Directors' ability to consider and assess value maximizing alternatives to the Alamos Offer. Furthermore, the conditions to the Alamos Offer give Alamos broad discretion to discontinue the bid as such conditions must be satisfied or waived by Alamos prior to it being obligated to take and pay for any Aurizon Shares deposited under the Alamos Offer. Aurizon Shareholders are not being adequately compensated for participation in a highly conditional offer.

5. Aurizon's Directors and Officers do not intend to tender their Aurizon Shares to the Alamos Offer.

All of the directors and officers of Aurizon intend to reject the Alamos Offer. As of January 21, 2013, directors and officers held or exercised control over 9,728,505 Aurizon Shares and options, representing approximately 5.6% of the issued and outstanding Aurizon Shares on a fully-diluted basis on such date.

6. The Board of Directors is currently exploring value-maximizing alternatives.

In response to the Alamos Offer, the Board of Directors has been working, together with Aurizon management and financial and legal advisors, to develop, review and evaluate a range of alternatives consistent with the Board of Directors' focus on maximizing value to Aurizon Shareholders. These alternatives include building upon existing value-enhancing initiatives, as well as engaging in discussion with third parties regarding strategic alternatives.

Tendering Aurizon Shares to the Alamos Offer before the Board of Directors and its advisors have had an opportunity to fully explore all available alternatives to the Alamos Offer may preclude the possibility of a superior alternative transaction emerging.

As the Board of Directors continues to develop, review and explore existing initiatives and strategic alternatives, Aurizon will continue to maintain its focus on the vigorous execution of its successful core strategy. While there can be no assurances, Aurizon's pursuit of strategic alternatives may lead to a proposal superior to the Alamos Offer that maximizes shareholder value.

7. The Share Purchase Agreements entered into by Alamos and certain Aurizon Shareholders immediately prior to the Offer result in unequal treatment of shareholders.

All Aurizon Shareholders should be entitled to be treated fairly and in the same manner.

The Board has serious concerns about unequal treatment of Aurizon Shareholders as a result of Alamos having entered into the Share Purchase Agreements with certain shareholders of Aurizon immediately prior to the commencement of the Alamos Offer. The Board of Directors believes the provisions of the Share Purchase Agreements may violate applicable Canadian securities laws relating to equal or identical consideration being provided to all Aurizon Shareholders and the prohibition against collateral agreements providing a shareholder of a company with consideration of greater value than that offered to other shareholders. See also "Aurizon's Response to Alamos Offer-Consideration of Share Purchase Agreements".

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The foregoing summary of the information and factors considered by the Special Committee and the Board of Directors is not intended to be an exhaustive list of the factors considered by the Special Committee and the Board of Directors in reaching their conclusion and making their recommendations, but includes the material information, factors and analysis considered by the Special Committee and the Board of Directors. The members of the Board of Directors, and the Special Committee members, evaluated the various factors summarized above in light of their own knowledge of the business, financial condition and prospects of Aurizon, and based upon the advice of Aurizon's financial and legal advisors. In view of the numerous factors considered in connection with their evaluation of the Alamos Offer, the Special Committee and the Board of Directors did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching its conclusion and recommendation. In addition, individual members of the Special Committee and the Board of Directors may have given different weight to different factors. The conclusion and unanimous recommendation of the Special Committee and the Board of Directors were made after considering all of the information and factors involved. Aurizon Shareholders should consider the terms of the Alamos Offer carefully and should come to their own decision as to whether to accept or reject the Alamos Offer.

CONCLUSION AND RECOMMENDATION

For the reasons outlined above, the Board of Directors believes that the Alamos Offer fails to provide full value for the Aurizon Shares and is an attempt by Alamos to acquire Aurizon without offering adequate consideration to Aurizon Shareholders.

The Board of Directors UNANIMOUSLY recommends that Aurizon Shareholders REJECT the Alamos Offer and NOT TENDER their Aurizon Shares to the Alamos Offer.

HOW TO WITHDRAW DEPOSITED SHARES

Aurizon Shareholders who have tendered Aurizon Shares to the Alamos Offer (“**Deposited Shares**”) and who wish to obtain assistance in withdrawing their Aurizon Shares are urged to contact their broker or Georgeson, our Information Agent, Toll Free (North America): 1-888-605-7616 Outside North America Call Collect: 1-781-575-2422 or Email: askus@georgeson.com.

The process for withdrawing Aurizon Shares from the Alamos Offer (according to the Alamos Offer) is summarized as follows:

1. Withdrawals of Deposited Shares must be effected by notice of withdrawal made by or on behalf of the depositing Aurizon Shareholder and must be actually received by Kingsdale Shareholder Services Inc. (the “**Alamos Depositary and Information Agent**”) at the place of deposit before such Deposited Shares are taken up and paid for.

Notice of withdrawal: (a) must be made by a method, including facsimile transmission, that provides the Alamos Depositary and Information Agent with a written or printed copy, (b) must be signed by or on behalf of the person who signed the Letter of Transmittal (or Notice of Guaranteed Delivery) (each as defined in the Alamos Circular) accompanying the Deposited Shares that are to be withdrawn, (c) must specify such person's name, the number of Deposited Shares to be withdrawn, the name of the registered holder and the certificate number shown on each certificate representing the Deposited Shares to be withdrawn, and (d) must be actually received by the Alamos Depositary and Information Agent at the place of deposit of the applicable Deposited Shares (or Notice of Guaranteed Delivery in respect thereof). Any signature in a notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Alamos Circular) in the same manner as in a Letter of Transmittal (as described in the instructions and

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rules set out therein), except in the case of Aurizon Shares deposited for the account of an Eligible Institution.

2. Alternatively, if Aurizon Shares have been deposited pursuant to the procedures for book-entry transfer, as set out under Section 3 of the Alamos Circular, "Manner of Acceptance – Acceptance by Book-Entry Transfer", any notice of withdrawal must specify the name and number of the account at CDS Clearing and Depository Services Inc., or its nominee, which at the date hereof is CDS & Co. ("CDS") or The Depository Trust Company or its nominee, which at the date hereof is Cede & Co. ("DTC"), as applicable, to be credited with the withdrawn Aurizon Shares and otherwise comply with the procedures of CDS or DTC, as applicable.
3. All questions as to the validity (including, without limitation, timely receipt) and form of notices of withdrawal will be determined by Alamos in its sole discretion, and such determination will be final and binding.
4. There will be no obligation on the Alamos Depository and Information Agent, Alamos or any other person to provide notice of any defect or irregularity in any notice of withdrawal and no such person will incur any liability for failure to give such notice.

BACKGROUND TO THE ALAMOS OFFER

In September 2008, Mr. David P. Hall, then President and Chief Executive Officer of Aurizon, had a telephone conversation with Mr. John A. McCluskey, President and Chief Executive Officer of Alamos, during which they discussed the possibility of a transaction between Aurizon and Alamos and agreed to enter into reciprocal confidentiality agreements and have reciprocal site visits of Aurizon's Casa Berardi Mine and Alamos' Mulatos Mine.

On September 30, 2008, Mr. Charles Tarnocai, Vice President Corporate Development of Alamos, sent Mr. Hall an email requesting a conversation and on October 2, 2008, Mr. Hall had a telephone conversation with Mr. Tarnocai in which they discussed the form of proposed confidentiality agreement.

On October 22, 2008, Mr. Hall received from Alamos a form of confidentiality agreement for review.

On October 24, 2008, Mr. Hall received from Mr. Tarnocai a request for a site visit of the Casa Berardi Mine by Mr. Tarnocai, Mr. McCluskey and Alamos' Chief Operating Officer during the following week. Mr. Hall responded by email that, due to prior commitments, a more convenient time for a site visit would be later in November 2008 and that Aurizon would provide comments on the draft confidentiality agreement the following week. Mr. Tarnocai thanked Mr. Hall for the update and indicated that he would contact him in a week or so.

On October 28, 2008, Mr. Hall forwarded to Mr. Tarnocai a draft reciprocal confidentiality agreement for review and on October 30, 2008, and after the addition of a mutually acceptable area of interest provision, the form of confidentiality agreement was agreed upon.

On November 6, 2008, Aurizon and Alamos entered into a mutual confidentiality agreement, which included standstill provisions and an area of interest clause.

No site visits were arranged for the Casa Berardi Mine or the Mulatos Mine by either Aurizon or Alamos and neither party provided nor, to Aurizon's knowledge, requested any confidential information.

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The confidentiality agreement expired in November 2009, and not in November 2010 as stated in the Alamos Circular.

On August 15, 2011, Mr. George Paspalas was appointed as the President and Chief Executive Officer of Aurizon.

In late August 2011, Mr. Hall received a telephone call from Mr. McCluskey who indicated that he was concerned about receiving a hostile bid for Alamos in the wake of recent take-over activity and that a combined company of Alamos and Aurizon would be in a better position to mitigate that risk. Mr. Hall indicated to Mr. McCluskey that Aurizon did not believe the time was right for a business combination as Aurizon had just appointed a new Chief Executive Officer and was focusing on various internal growth initiatives, but would further consider Mr. McCluskey's proposed approach and respond.

On September 1, 2011, Mr. Hall sent an email to Mr. McCluskey confirming that Aurizon did not wish to pursue a business combination at that time.

Later on September 1, 2011, Mr. McCluskey sent an email to Mr. Hall outlining vulnerabilities associated with not being an intermediate sized gold producer.

On September 13, 2012, Aurizon entered into an agreement with Scotia Capital Inc., pursuant to which Scotia Capital Inc. agreed to act as exclusive financial advisor to Aurizon in respect to a defense advisory mandate.

On January 10, January 11 and January 13, 2013, Alamos entered into the Share Purchase Agreements (as defined below) with the Vendors (as defined below) for the purchase by Alamos of their respective shareholdings in Aurizon. In aggregate, Alamos acquired 23,507,283 Aurizon Shares through the Share Purchase Agreements, representing approximately 14.3% of the issued and outstanding Aurizon Shares (13.4% of the issued and outstanding Aurizon Shares on a fully diluted basis). As at the date of the Alamos Offer, Alamos owned 26,507,283 Aurizon Shares, representing over 16% of the issued and outstanding Aurizon Shares.

On the evening of Sunday, January 13, 2013, Alamos delivered to Aurizon a letter to the attention of Mr. Hall and Mr. Paspalas stating that Alamos would be making the Alamos Offer at 6:00 a.m. Eastern Time the following morning. This was the first time Alamos had contacted Mr. Hall or Aurizon since September 2011, and the first time Alamos had contacted Mr. Paspalas since he became Aurizon's President and Chief Executive Officer in August 2011.

The intention to make the Alamos Offer was announced by Alamos by way of press release prior to the opening of the Toronto Stock Exchange ("TSX") on January 14, 2013.

AURIZON'S RESPONSE TO THE ALAMOS OFFER

Establishment of Special Committee and Board of Directors Meetings

On January 14, 2013, Aurizon issued a press release noting Alamos' announcement of the Alamos Offer and that Aurizon was in the process of reviewing and evaluating the Alamos Offer and expected that a special committee of the Board of Directors would be appointed.

On January 15, 2013, the Board of Directors appointed the Special Committee with a mandate that included the review and evaluation of the Alamos Offer. The Special Committee is comprised of George Brack (Chairman), Sargent Berner, Louis Dionne and Andre Falzon. The Special Committee met on January 15, 2013 to review the Alamos Offer and to discuss procedural matters. On January 18, 2013, the Company issued a news

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release announcing that it had appointed Scotia Capital Inc. as financial advisor and DuMoulin Black LLP and Blake, Cassels & Graydon LLP as legal counsel to assist in responding to the Alamos Offer. The Company also announced that it had appointed the Special Committee, the Special Committee had appointed CIBC World Markets Inc. as its financial advisor and Blake, Cassels & Graydon LLP is also providing advice to the Special Committee. The Company has also appointed Paul, Weiss, Rifkind, Wharton & Garrison LLP as United States legal counsel in connection with the Alamos Offer.

On January 20, 2013, the Special Committee met to receive presentations from its legal and financial advisors regarding the discharge by the Special Committee of its duties in respect of the Alamos Offer.

On January 22, 2013, the Special Committee met and after careful consideration, including a thorough review of the Alamos Offer, the Alamos Circular, and after receiving the verbal opinion of CIBC World Markets Inc. as to the financial inadequacy of the Alamos Offer, as well as a thorough review of other matters, including matters discussed elsewhere in this Directors' Circular, and taking into account the best interests of Aurizon and the impact on Aurizon's stakeholders, and consultation with its financial and legal advisors, the Special Committee unanimously concluded that the Alamos Offer is not adequate from a financial point of view and not in the best interests of Aurizon, and that the Board of Directors should recommend that Aurizon Shareholders reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer.

On January 22, 2013, the Board of Directors met and after careful consideration, including a thorough review of the Alamos Offer, the Alamos Circular, and after receiving the recommendation of the Special Committee and the verbal opinion of Scotia Capital Inc. as to the financial inadequacy of the Alamos Offer, as well as a thorough review of other matters, including Aurizon's continuing pursuit of strategic alternatives and other matters discussed elsewhere in this Directors' Circular, and taking into account the best interests of Aurizon and the impact on Aurizon's stakeholders, and consultation with its financial and legal advisors, the Board of Directors unanimously determined that the Alamos Offer is not adequate from a financial point of view and is not in the best interests of Aurizon, and to recommend that Aurizon Shareholders reject the Alamos Offer and not tender their Aurizon Shares to the Alamos Offer. In addition at the same Board meeting, the Board of Directors adopted a shareholder rights plan. See "Shareholders Rights Plan".

Consideration of Share Purchase Agreements

According to the Alamos Circular, on January 10, 11 and 13, 2013, Alamos entered into share purchase agreements (the "**Share Purchase Agreements**") with certain current and former Aurizon Shareholders (each, a "**Vendor**"), pursuant to which each Vendor, as investment manager having investment authority over accounts ("**Accounts**") that hold Aurizon Shares (the "**Subject Shares**"), agreed, on behalf of the Accounts, to sell, transfer and assign, and Alamos agreed to purchase, all of each Vendor's right, title and interest in and to the Subject Shares.

The purchase price (the "**Pre-Bid Purchase Price**") payable by Alamos to each Vendor, on behalf of the Accounts, for the Subject Shares was \$4.65 per Aurizon Share, subject to a potential Adjustment Payment (defined below). The Pre-Bid Purchase Price was satisfied by the delivery of Alamos Shares (the "**Consideration Shares**"), at an exchange ratio of 0.2801 of a Consideration Share for each Subject Share.

The Share Purchase Agreements do not provide for the Vendors to elect to receive cash for their Aurizon Shares and the Vendors received Alamos Shares in exchange for their Aurizon Shares.

Pursuant to each Vendor's Share Purchase Agreement, Alamos agreed that, if at any time in the 12-month period following the date of the Share Purchase Agreement any person or persons acting jointly or in concert

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acquires all or substantially all of the assets of Aurizon and its subsidiaries or acquires all of the Aurizon Shares (a “**Price Protection Transaction**”), it would pay to each Vendor the Adjustment Payment.

The “**Adjustment Payment**” will be equal to:

- (i) if Alamos or any of its affiliates or any person acting jointly or in concert with Alamos completes a Price Protection Transaction, an additional amount on account of each Subject Share equal to the amount by which the consideration received by the holders of the Aurizon Shares pursuant to the Price Protection Transaction (the “**Transaction Consideration**”) exceeds the greater of Cdn\$4.65 per Aurizon Share and 0.2801 Consideration Share, and
- (ii) if any other person or entity completes a Price Protection Transaction, an additional amount on account of each Subject Share that is equal to 85% (or 100% with respect to one Vendor) of the difference between the amount by which the Transaction Consideration exceeds the greater of Cdn\$4.65 per Aurizon Share and 0.2801 Consideration Share.

In addition, in connection with each Vendor’ s Consideration Shares, pursuant to the Share Purchase Agreements, Alamos agreed (i) to prepare and file within 15 days of the closing of each Share Purchase Agreement in one or more Canadian jurisdictions a preliminary prospectus and such other related documents as may be reasonably necessary to be filed in connection with such preliminary prospectus; (ii) as soon as possible after any comments of the applicable securities commissions have been satisfied with respect thereto, to prepare and file a final prospectus; (iii) to use commercially reasonable efforts to cause a receipt to be issued for such final prospectus as soon as possible; and (iv) to take all other steps and proceedings that may be reasonably necessary in order to permit the qualification of the Consideration Shares for distribution by registrants who comply with the relevant provisions of applicable Canadian securities laws.

The Alamos Circular does not explain why the Share Purchase Agreements are not prohibited by applicable Canadian securities laws, as required by applicable Canadian securities laws.

The Board of Directors believes the provisions of the Share Purchase Agreements may violate applicable Canadian securities laws relating to equal or identical consideration being provided to all Aurizon Shareholders and the prohibition against collateral agreements providing a shareholder of Aurizon with consideration of greater value than that offered to the other Aurizon Shareholders.

OPINIONS OF FINANCIAL ADVISORS

Scotia Capital Inc. and CIBC World Markets Inc. (collectively, the “**Financial Advisors**”) were retained to render financial advisory services to the Board of Directors and the Special Committee, respectively, in connection with their respective analyses and consideration of, and response to, the Alamos Offer. Each of Scotia Capital Inc. and CIBC World Markets Inc. has delivered a written opinion (each, an “**Opinion**”) concluding that, on the basis of the assumptions, limitations and qualifications set forth in the opinion delivered by each of them, as of the date thereof, the consideration offered under the Alamos Offer is inadequate, from a financial point of view, to Aurizon Shareholders other than Alamos and its affiliates.

The content of the Opinions was one of a number of factors taken into consideration by the Special Committee and the Board of Directors in making their unanimous determination that the Alamos Offer is inadequate and is not in the best interests of Aurizon, nor fair to Aurizon Shareholders (other than Alamos), and to recommend that Shareholders reject the Alamos Offer.

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The full text of the Opinions is attached as Appendices “A” and “B” to this Directors’ Circular. The summaries of the Opinions in this Directors’ Circular are qualified in their entirety by reference to the full text of the Opinions. You are urged to read each of the Opinions carefully and in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken. The Opinions address only the adequacy of the consideration offered under the Alamos Offer from a financial point of view to Aurizon Shareholders. The Opinions do not constitute a recommendation to Aurizon Shareholders as to whether they should tender their Aurizon Shares to the Alamos Offer.

OWNERSHIP OF SECURITIES OF AURIZON

The authorized share capital of the Company consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value issuable in series, of which a maximum of 8,050,000 Series “A” convertible preferred shares and 1,135,050 Series “B” convertible preferred shares may be issued. As at January 20, 2013, there were a total of 164,562,827 common shares and no preferred shares of the Company issued and outstanding.

Aurizon Shares are listed and posted for trading on the TSX under the symbol “ARZ” and on the NYSE MKT under the symbol “AZK”. On January 22, 2013, the closing price of Aurizon Shares on the TSX and the NYSE MKT was \$4.74 and US\$4.75 respectively, and between January 14, 2013, the date of announcement of the Alamos Offer, and January 22, 2013, 70,843,963 Aurizon Shares have traded on all exchanges in Canada and the United States at a VWAP of \$4.58 in Canada and US\$4.65 in the United States, per Aurizon Share.

Aurizon has a deferred compensation plan (the “**DSU Plan**”) pursuant to which deferred share units (“**DSUs**”) are granted to Aurizon’s non-executive directors and a restricted share unit plan (the “**RSU Plan**”) pursuant to which restricted share units (“**RSUs**”) are granted to its employees. The grant of DSUs and RSUs does not entitle the director or employee to any Aurizon Shares or to exercise any voting rights or other rights attaching to the ownership of Aurizon Shares. The DSU Plan and the RSU Plan are described further under the heading “Arrangements Between Aurizon and its Directors and Officers” below.

The following table sets forth the names of the directors and officers of Aurizon, the positions held by each of them with Aurizon and the number of Aurizon Shares and options to acquire Aurizon Shares, as well as the percentage of outstanding Aurizon Shares and options, in each case beneficially owned, directly or indirectly, or over which control or direction is exercised by each such person and, where known after reasonable enquiry, by their respective associates or affiliates.

<u>Name</u>	<u>Position with Aurizon</u>	<u>Aurizon Shares⁽¹⁾</u>	<u>% of Aurizon Shares Outstanding</u>	<u>Options to Acquire Aurizon Shares</u>	<u>% of Options Outstanding</u>
David P. Hall	Chairman	990,342	0.60	894,000	8.51
Brian S. Moorhouse	Lead Director	213,935	0.13	447,000	4.26
Sargent Berner	Director, Chairman of Corporate Governance & Nominating Committee	346,000	0.21	447,000	4.26
George Brack	Director, Chairman of Compensation and Human Resources	20,000	0.01	287,000	2.73

Committee,
Chairman of Special
Committee

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<u>Name</u>	<u>Position with Aurizon</u>	<u>Aurizon Shares⁽¹⁾</u>	<u>% of Aurizon Shares Outstanding</u>	<u>Options to Acquire Aurizon Shares</u>	<u>% of Options Outstanding</u>
Louis Dionne	Director, Chairman of Sustainability Committee	12,000	0.01	347,000	3.30
Andre Falzon	Director, Chairman of Audit Committee	15,000	0.01	412,000	3.92
Richard Faucher	Director	16,300	0.01	337,000	3.21
Diane Francis	Director	12,000	0.01	347,000	3.30
George Paspalas	President & CEO	15,000	0.01	1,068,000	10.17
Ian S. Walton	Executive Vice-President & Chief Financial Officer	120,350	0.07	884,000	8.42
Martin Bergeron	Vice-President, Operations	Nil	Nil	784,000	7.47
Julie A.S. Kemp	Corporate Secretary	32,600	0.02	327,250	3.12
Christian Bourcier	General Manager, Casa Berardi Mine	2,000	0.001	336,250	3.20
Jean-Pierre Landry	General Manager, Projects and Construction	Nil	Nil	143,000	1.36
Ghislain Fournier	General Manager, Technical Services	7,890	0.005	228,000	2.17
Gilles Brousseau	General Manager, Corporate Development	13,948	0.01	121,750	1.16
Martin Demers	General Manager, Exploration	7,890	0.005	258,000	2.46
Christophe McLean	Corporate Controller	2,000	0.001	233,000	2.22
TOTAL		1,827,255	1.112	7,901,250	75.25

(1) The information as to Aurizon Shares beneficially owned, directly or indirectly, or over which control or direction is exercised not being within the knowledge of Aurizon, has been furnished by the directors and officers.

The following table sets forth the names of the directors of Aurizon who have been granted DSUs under Aurizon's DSU Plan, the positions held by each of them with Aurizon and the number of DSUs held.

<u>Name</u>	<u>Position with Aurizon</u>	<u>DSUs</u>	<u>% of DSUs Outstanding</u>
David P. Hall	Chairman	38,797	14.89

Brian S. Moorhouse	Lead Director	31,669	12.16
Sargent Berner	Director, Chairman of Corporate Governance & Nominating Committee	31,669	12.16
George Brack	Director, Chairman of Compensation and Human Resources Committee, Chairman of Special Committee	31,669	12.16
Louis Dionne	Director, Chairman of Sustainability Committee	31,669	12.16

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<u>Name</u>	<u>Position with Aurizon</u>	<u>DSUs</u>	<u>% of DSUs Outstanding</u>
Andre Falzon	Director, Chairman of Audit Committee	31,669	12.16
Richard Faucher	Director	31,669	12.16
Diane Francis	Director	31,669	12.16
TOTAL:		260,480	100

The following table sets forth the names of the directors and officers of Aurizon who have been granted RSUs under Aurizon's RSU Plan, the positions held by each of them with Aurizon and the number of RSUs held.

<u>Name</u>	<u>Position with Aurizon</u>	<u>RSUs</u>	<u>% of RSUs Outstanding</u>
George Paspalas	President & CEO	37,677	15.1
Ian S. Walton	Executive Vice-President & Chief Financial Officer	24,882	10.0
Martin Bergeron	Vice-President, Operations	24,882	10.0
Julie Kemp	Corporate Secretary	12,795	5.1
Christian Bourcier	General Manager, Casa Berardi Mine	11,091	4.5
Jean-Pierre Landry	General Manager, Projects and Construction	7,890	3.2
Ghislain Fournier	General Manager, Technical Services	7,890	3.2
Gilles Brousseau	General Manager, Corporate Development	3,198	1.3
Martin Demers	General Manager, Exploration	7,890	3.2
Christophe McLean	Corporate Controller	7,821	3.1
TOTAL:		146,016	58.6

INTENTIONS OF DIRECTORS AND OFFICERS

Aurizon has made reasonable enquiries of each director and officer and their respective associates and affiliates and they have all indicated their unanimous current intention to **REJECT** the Alamos Offer and **NOT TENDER** their respective Aurizon Shares to the Alamos Offer.

PRINCIPAL SHAREHOLDERS

To the knowledge of the directors and executive officers of Aurizon, no person beneficially owns, directly or indirectly, or controls or directs shares carrying 10% or more of the voting rights attached to the Aurizon Shares except as listed below:

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<u>Name</u>	<u>No. of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly</u>	<u>Percentage of Outstanding Shares</u>
Alamos	26,507,283	16 %

TRADING IN SECURITIES OF AURIZON

None of Aurizon nor any director or officer of Aurizon or, to the knowledge of the directors and officers of Aurizon after reasonable enquiry, their respective associates or affiliates or other insiders of Aurizon or any person acting jointly or in concert with Aurizon, has traded in Aurizon Shares during the six-month period preceding the date hereof, except as indicated below or as listed below under the heading "Issuances of Securities of Aurizon".

<u>Name</u>	<u>Date of Trade</u>	<u>Nature of Trade</u>	<u>Number of Aurizon Shares Traded</u>	<u>Price per Aurizon Share (\$)</u>
Ian S. Walton	13-Sep-12	Exercise of Options	20,000	3.74
	13-Sep-12	Sale in Public Market	20,000	4.74
	12-Nov-12	Exercise of Options	30,000	3.74
	12-Nov-12	Sale in Public Market	30,000	4.01
Julie A.S. Kemp,	18-Sep-12	Sale in Public Market	10,000	5.05
Christophe McLean	18-Sep-12	Exercise of Options	5,000	2.95
	18-Sep-12	Sale in Public Market	5,000	5.00
	21-Sep-12	Exercise of Options	2,500	2.95
Ghislain Fournier	21-Sep-12	Sale in Public Market	2,500	5.15
	21-Sep-12	Sale in Public Market	5,000	5.12
	24-Sep-12	Sale in Public Market	5,000	4.97
	25-Sep-12	Sale in Public Market	5,000	4.89
	26-Sep-12	Sale in Public Market	5,000	4.91
	27-Sep-12	Sale in Public Market	5,000	5.04
	28-Sep-12	Sale in Public Market	6,209	5.14
	11-Jan-13	Sale in Public Market	11,100	3.32

ISSUANCES OF SECURITIES OF AURIZON

No Aurizon Shares or securities convertible into Aurizon Shares have been issued to the directors or officers of Aurizon during the two-year period preceding the date hereof, other than as indicated below:

<u>Name</u>	<u>Date of Issue</u>	<u>Number of Aurizon Shares Issued on Exercise of Options</u>	<u>Issue/ Exercise Price per Security (\$)</u>
Sargent Berner	4-Apr-12	49,500	4.10
Christian Bourcier	21-Apr-11	11,250	2.95
	22-Aug-11	7,500	3.74
	9-Sep-11	5,000	3.74
	5-Jan-12	2,500	2.95
Gilles Brousseau	29-Mar-12	10,750	4.10
	19-Apr-12	120,000	3.86
Martin Demers	3-Apr-12	72,000	4.10
	12-Apr-12	50,000	3.86

Louis Dionne	16-Sep-11	50,000	4.10
	20-Sep-11	25,000	4.10

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Name	Date of Issue	Number of Aurizon	
		Shares Issued on Exercise of Options	Issue/ Exercise Price per Security (\$)
Ghislain Fournier	21-Sep-11	25,000	4.10
	21-Mar-12	50,000	4.10
	23-Mar-12	60,000	3.74
	2-Apr-12	35,000	4.10
	3-Apr-12	37,000	4.10
	20-Apr-12	35,000	3.86
	19-Jun-12	35,000	3.86
David P. Hall	27-Sep-12	30,000	2.95
	10-Feb-11	40,000	2.38
	4-Jul-11	200,000	2.38
	27-Mar-12	50,000	4.10
	30-Mar-12	40,000	4.10
Julie A.S. Kemp	2-Apr-12	40,000	4.10
	3-Apr-12	20,000	4.10
	2-Sep-11	10,000	4.10
	8-Sep-11	4,700	4.10
	9-Sep-11	9,700	4.10
	14-Sep-11	15,600	4.10
	30-Nov-11	10,000	4.10
	16-Dec-11	10,000	2.95
	21-Dec-11	10,000	4.10
	31-Jan-12	10,700	4.10
	1-Feb-12	19,300	4.10
Christophe McLean	29-Mar-12	10,000	4.10
	1-Feb-11	5,000	2.95
	20-May-11	1,800	2.95
	26-May-11	4,200	2.95
	27-May-11	4,000	2.95
	28-May-11	5,000	3.86
	30-Jun-11	14,000	3.86
	5-Jul-11	5,000	3.86
	7-Jul-11	5,000	3.86
	15-Aug-11	2,000	4.10
	16-Aug-11	2,000	4.10
	18-Aug-11	1,500	4.10
	19-Aug-11	7,000	4.10
	22-Aug-11	14,500	4.10
	1-Sep-11	2,000	4.10
	2-Sep-11	4,000	4.10
6-Sep-11	5,000	4.10	
8-Sep-11	9,000	4.10	
13-Sep-11	15,000	4.10	
14-Sep-11	2,500	4.10	
16-Sep-11	2,500	4.10	
20-Sep-11	5,000	4.10	
27-Jan-12	2,500	2.95	

	18-Sep-12	5,000	2.95
	21-Sep-12	2,500	2.95
Brian Moorhouse	13-Apr-11	100,000	2.38
	19-Mar-12	10,000	4.10
	20-Mar-12	20,000	4.10

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Name	Date of Issue	Issue/	
		Number of Aurizon Shares Issued on Exercise of Options	Exercise Price per Security (\$)
	21-Mar-12	15,000	4.10
	22-Mar-12	15,000	4.10
	26-Mar-12	15,000	4.10
	27-Mar-12	5,000	4.10
	28-Mar-12	5,000	4.10
	29-Mar-12	10,000	4.10
	30-Mar-12	5,000	4.10
Ian S. Walton	17-Aug-11	20,000	4.10
	9-Sep-11	20,000	4.10
	30-Mar-12	35,000	4.10
	2-Apr-12	30,000	4.10
	3-Apr-12	70,000	4.10
	13-Sep-12	20,000	3.74
	12-Nov-12	30,000	3.74

OWNERSHIP OF SECURITIES OF ALAMOS

None of Aurizon, the directors and officers of Aurizon and, to the knowledge of the directors and officers of Aurizon after reasonable enquiry, their respective associates or affiliates or other insiders of Aurizon or any person acting jointly or in concert with Aurizon beneficially owns, directly or indirectly, or exercises control or direction over, any securities of Alamos.

RELATIONSHIP BETWEEN ALAMOS AND THE DIRECTORS AND OFFICERS OF AURIZON

No agreement, commitment or understanding has been made, or is proposed to be made, between Alamos and any of the directors or officers of Aurizon relating to any matter, including, without limitation, in respect of any payment or other benefit proposed to be made or given by way of compensation for loss of office or as to such director or officer remaining in or retiring from office if the Alamos Offer is successful.

No director or officer of Aurizon is also a director or officer of Alamos or any subsidiary of Alamos.

ARRANGEMENTS BETWEEN AURIZON AND ITS DIRECTORS AND OFFICERS

Other than as described in this Directors' Circular, no arrangements, agreements, commitments or understandings (including any arrangements, agreements, commitments or understandings as to any payments or other benefits to be made or given by way of compensation for loss of office or as to the directors or officers of Aurizon remaining in or retiring from office if the Alamos Offer is successful), or any actual or potential conflicts of interest, exist or have been made or are proposed to be made between Aurizon or its affiliates and (i) any of its directors, officers or affiliates or (ii) Alamos or any of its officers, directors or affiliates. In the case of each agreement, commitment or understanding discussed below in which the term "change of control" applies, the consummation of the Alamos Offer would constitute a change of control.

Aurizon has entered into employment agreements (the "**Employment Agreements**") with certain of its officers that include change of control and termination provisions. In addition, the DSU Plan and the RSU Plan include change of control provisions. Aurizon also maintains a stock option plan (the "**Stock Option Plan**") for its directors, officers, and employees that includes change of control provisions. The subsections that follow generally describe the material effects under Aurizon's employment agreements, the DSU Plan, the RSU Plan and the Stock Option Plan as they relate to payments

and other benefits that may become due to the directors and officers of Aurizon, as applicable, in the event the Alamos Offer is successful.

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Employment Agreements

Under the terms of the Employment Agreements, termination for “good cause” includes a material reduction in the employee’s responsibilities, title or reporting; a material reduction of the employee’s annual salary, unless other executive officers are similarly treated; a change in the location of the office of Aurizon from which the employee works of more than 50 kilometers from the then-current location of such office; a material reduction by Aurizon of the number of paid vacation days to which the employee is entitled; or any other circumstances which would constitute a constructive dismissal at common law. Under the terms of the Employment Agreements, the Company shall also pay any legal fees and expenses incurred by the employee in contesting or disputing any termination or in seeking to obtain or enforce any right or benefit, provided that the employee is successful in any such action.

The events described below that give rise to a payment obligation of Aurizon (such as termination or change of control) are each referred to below as a “triggering event”.

Mr. George Paspalas, President and Chief Executive Officer

Mr. Paspalas’ Employment Agreement provides for payment of severance in the event of termination by Aurizon without cause, or termination for “good cause” by Mr. Paspalas (which for the purpose of Mr. Paspalas’ Employment Agreement, “good cause” also includes a material reduction in benefits, unless other employees are similarly treated), and permits the exercise of options until the earlier of their original expiry date and one year after termination. Assuming a triggering event took place as of the date of this Directors’ Circular, Mr. Paspalas would receive approximately \$2,330,000 in compensation, in excess of his then current salary, reimbursement of expenses and any bonus amounts payable through to the termination date. This amount is equal to Mr. Paspalas’ bonus percentage applied to his current annual salary and pro-rated for the portion of the calendar year up to the termination date, and the sum of (i) two times his annual salary in effect as of the termination date and (ii) two times his target bonus in effect at the time. Mr. Paspalas would also be entitled to any vacation owed and continuation or replacement of his benefits.

Mr. Ian S. Walton, Executive Vice-President and Chief Financial Officer

Mr. Walton’s Employment Agreement provides for payment of severance in the event of termination by Aurizon without cause or termination for “good cause” by Mr. Walton, and permits the exercise of options until the earlier of their original expiry date and one year after termination. In addition, his Employment Agreement permits him to elect to resign within six (6) months following a change of control transaction and receive his severance payment. Assuming a triggering event took place as of the date of this Directors’ Circular, Mr. Walton would receive approximately \$1,440,000 in compensation, in excess of his then current salary, reimbursement of expenses, and any bonus amounts payable through to the termination date. This amount is equal to Mr. Walton’s bonus percentage applied to his current annual salary and pro-rated for the portion of the calendar year up to the termination date, and the sum of (i) three times his annual salary in effect as of the termination date, and (ii) three times his average annual bonus, calculated as the average of his annual bonus for the three years prior to termination. Mr. Walton would also be entitled to any vacation owed and continuation or replacement of his benefits.

Mr. Martin Bergeron, Vice President, Operations

Mr. Bergeron’s Employment Agreement provides for payment of severance in the event of termination by Aurizon without cause, or termination for “good cause” by Mr. Bergeron, and permits the exercise of options until the earlier of their original expiry date and one year after termination. Assuming a triggering event took place as of the date of this Directors’ Circular, Mr. Bergeron would receive approximately \$820,000 in compensation, in excess

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of his then current salary, reimbursement of expenses and any bonus amounts payable through to the termination date. This amount is equal to the sum of (i) two times his annual salary in effect as of the termination date, and (ii) two times his average annual bonus, calculated as the average of his annual bonus for the three years prior to termination. Mr. Bergeron would also be entitled to any vacation owed and continuation or replacement of his benefits.

Ms. Julie A. Stokke Kemp, Corporate Secretary

Ms. Kemp's Employment Agreement provides for payment of severance in the event of termination by Aurizon without cause or termination for "good cause" by Ms. Kemp, and permits the exercise of options until the earlier of their original expiry date and one year after termination. In addition, her Employment Agreement permits her to elect to resign within six (6) months following a change of control transaction and receive her severance payment. Assuming a triggering event took place as of the date of this Directors' Circular, Ms. Kemp would receive approximately \$430,000 in compensation, in excess of her then current salary, reimbursement of expenses and any bonus amounts payable through to the termination date. This amount is equal to Ms. Kemp's bonus percentage applied to her current annual salary and pro-rated for the portion of the calendar year up to the termination date, and the sum of (i) one year's annual salary as at the date of termination, (ii) one month's salary for each year of service or part thereof since February 1 1995, and (iii) her average annual bonus, calculated as the average of her annual bonus for the three years prior to termination, divided by twelve and then multiplied by each year of service or part thereof. Ms. Kemp would also be entitled to any vacation owed and continuation or replacement of her benefits.

Mr. Christian Bourcier, General Manager, Casa Berardi

Mr. Bourcier's Employment Agreement provides for payment of severance in the event of a change of control and termination by Aurizon without cause. Assuming a change of control took place and Mr. Bourcier was terminated by Aurizon without cause as of the date of this Directors' Circular, Mr. Bourcier would receive approximately \$300,000 in compensation, in excess of his then current salary, reimbursement of expenses and any bonus amounts payable through to the termination date. This amount is equal to the sum of (i) one year's annual salary as at the date of termination, (ii) one month's salary for each year of service or part thereof since August 13, 2007, and (iii) his average annual bonus, calculated as the average of his annual bonus for the three years prior to termination, divided by twelve and then multiplied by each year of service or part thereof. Mr. Bourcier would also be entitled to any vacation owed and continuation or replacement of his benefits.

Mr. Christophe McLean, Corporate Controller

Mr. McLean's Employment Agreement provides for payment of severance in the event of termination by Aurizon without cause. Assuming Mr. McLean was terminated by Aurizon without cause as of the date of this Directors' Circular, Mr. McLean would receive approximately \$85,000 in compensation, in excess of his then current salary, reimbursement of expenses and any bonus amounts payable through to the termination date. This amount is equal to the sum of (i) three month's salary, based on his annual salary as at the date of termination, and (ii) two additional weeks' salary for each completed year of employment or part thereof. Mr. McLean would also be entitled to any vacation owed and continuation or replacement of her benefits.

Mr. McLean's Employment Agreement also provides for payment of severance in the event of (i) a change of control and, within twelve months following a change in control, termination by Aurizon without cause, or (ii) a change of control and termination for "good cause" by Mr. McLean (which for the purpose of Mr. McLean's Employment Agreement, "good cause" also includes a material reduction in benefits, unless other employees are similarly treated.) Assuming any of the triggering events in the foregoing sentence took place as of the date of this Directors' Circular, Mr. McLean would receive approximately \$190,000 in compensation, in excess of his then

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current salary, reimbursement of expenses, and any bonus amounts payable through to the change of control termination date. This amount is equal to the sum of (i) his annual salary as at the date of termination, and (ii) his average annual bonus, calculated as the average of his annual bonus for the three years prior to termination. Mr. McLean would also be entitled to any vacation owed and continuation or replacement of his benefits.

Other Officers

Aurizon has also entered into Employment Agreements with an additional five (5) officers that contain similar termination provisions that provide for payment of severance in the event of termination by Aurizon without cause and/or termination for “good cause” by such officer. Assuming a termination date as of the date of this Directors’ Circular, the severance payments under these Employment Agreements range from approximately \$30,000 to \$120,000.

Deferred Share Unit Plan

Under the DSU Plan, each director that is a participant in the DSU Plan (a “**DSU Plan Participant**”) receives an annual grant of DSUs in an amount and on the date determined by the Board of Directors. In addition, each DSU Plan Participant may elect to receive a further grant of DSUs in an amount equal to the percentage specified by such director of his or her annual cash retainer fee for his service on the Board of Directors for that calendar year, such election to be made prior to the commencement of such calendar year. DSUs vest immediately with dividend equivalents in the form of additional DSUs. DSUs do not have an exercise price. A DSU’s value is based on the closing price of the Aurizon Shares on the TSX on the business day prior to the date of grant and can only be settled in cash, no earlier than 30 days following the date the director has retired from, or ceased to hold, all positions with Aurizon and no later than December 15 of the first calendar year commencing after the termination date. DSUs do not entitle DSU Plan Participants to be issued Aurizon Shares or to exercise any voting rights or other rights attaching to the ownership of Aurizon Shares.

Under the provisions of the DSU Plan, termination of a director’s services to Aurizon would trigger a payment to DSU Plan Participants for all previously granted DSUs outstanding at the transaction date. As at the date of this Directors’ Circular, there are 260,480 DSUs outstanding which carry a total value of approximately \$1.2 million, when priced using the closing price of the Aurizon Shares on January 21, 2013 of \$4.64. The approximate payments due to directors if such a termination occurred on January 22, 2013 would be as follows: David Hall (\$180,000), Sargent Berner (\$147,000), George Brack (\$147,000), Louis Dionne (\$147,000), Andre Falzon (\$147,000), Richard Faucher (\$147,000), Diane Francis (\$147,000), and Brian Moorhouse (\$147,000).

Restricted Share Unit Plan

Under the RSU Plan, the Board of Directors or a committee of the Board of Directors authorized to administer the RSU Plan (the “**Committee**”), may allocate RSUs to employees of Aurizon (the “**RSU Plan Participants**”) from time to time. Aurizon will pay to a RSU Plan Participant a lump sum cash payment, net of any applicable withholdings, equal to the number of RSUs allocated or credited to the RSU Plan Participant’s account multiplied by the volume-weighted average trading price of the Aurizon Shares on the TSX during the five business day period ending on the earliest of the date:

1. on which the RSU Plan Participant’s RSUs vest;
2. of the RSU Plan Participant’s termination of employment without cause, resignation, or death, whichever occurs first;
3. on which Aurizon terminates the employment of the RSU Plan Participant as a result of disability; and

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4. the RSU Plan is terminated,

within 30–60 days (as prescribed pursuant to the terms of the RSU Plan) after the date that those RSUs have vested to the RSU Plan Participant, and in any event not later than December 31 of the year that is three years after the date of grant. Generally, a RSU Plan Participant will become vested in those RSUs allocated to him or her as to one-third (as near as practicable) on each of the first, second and third anniversary of the date of grant. Under the terms of the RSU Plan, in the event of a change of control the Committee may in its discretion take one or more of the following actions:

1. arrange for or otherwise provide that the obligations of Aurizon under the RSU Plan will be assumed, or a substantially similar plan will be substituted, by the offeror under a take-over bid;
2. arrange or otherwise provide for the payment of cash or other consideration or compensation to RSU Plan Participants in exchange for the satisfaction or purchase and cancellation of outstanding RSUs and determine the date of payment; or
3. make such other modifications, adjustments or amendments to outstanding RSUs or the RSU Plan as the Committee deems necessary or appropriate.

If, within six months following a change of control, an RSU Plan Participant is terminated from employment without just cause, or an RSU Plan Participant terminates employment with Aurizon for “good cause” pursuant to a right contained in his or her Employment Agreement, the RSU Plan Participant will be entitled to all of the vested and unvested RSUs in his or her RSU account as of the date of termination, which will be paid within 60 days following the date of termination.

Under the provisions of the RSU Plan, Aurizon can choose to provide for payment of cash or other consideration or compensation in exchange for the purchase and cancellation of previously allocated and outstanding RSUs upon the occurrence of a change of control transaction. As at the date of this Directors’ Circular, Aurizon’s officers hold 146,000 RSUs which carry a total value of approximately \$670,000, when priced using the volume-weighted average trading price of the Aurizon Shares during the five business day period ending on January 21, 2013 of \$4.61. If so elected, the payments due to Officers if a change of control occurred on January 22, 2013 would be as follows: George Paspalas (\$170,000), Ian Walton (\$115,000), Martin Bergeron (\$115,000), Julie Kemp (\$60,000), Christian Bourcier (\$50,000), Christophe McLean (\$40,000), Jean-Pierre Landry (\$40,000), Ghislain Fournier (\$40,000), Martin Demers (\$40,000), and Gilles Brousseau (\$15,000).

Stock Option Plan

The Stock Option Plan provides that if a change of control occurs, or if Aurizon is subject to a take-over bid, all shares subject to stock options shall immediately become vested and may thereupon be exercised in whole or in part by the option holder. The Stock Option Plan also permits the Board of Directors to accelerate the expiry date of outstanding stock options in connection with a take-over bid so that all stock options will either be exercised or will expire prior to the date upon which the Aurizon Shares must be tendered pursuant to the Alamos Offer.

As described above under the heading “*Employment Agreements*”, in the event of termination by Aurizon without cause, or termination for “good cause” by the officer, the Employment Agreements permit the exercise of stock options until the earlier of their original expiry date and one year after termination.

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SHAREHOLDER RIGHTS PLAN

On January 22, 2013, the Board of Directors adopted a shareholder rights plan (the “**Plan**”) pursuant to a Shareholder Rights Agreement dated and effective January 22, 2013 (the “**Agreement**”) between Aurizon and Computershare Trust Company of Canada, as rights agent (the “**Rights Agent**”). A copy of the Agreement was filed by Aurizon under Aurizon’s SEDAR profile at www.sedar.com.

The Plan is intended to (i) provide the Board of Directors with adequate time to identify, develop and negotiate value-enhancing alternatives, if considered appropriate, to any unsolicited take-over (such as the current Alamos Offer); and (ii) encourage the equal treatment of shareholders in connection with any take-over offer.

The Plan discourages discriminatory, coercive or unfair take-overs of Aurizon and gives the Board of Directors time if, in the circumstances, the Board of Directors determines it is appropriate to take such time, to pursue alternatives to maximize shareholder value in the event an unsolicited take-over bid is made for all or a portion of the outstanding Aurizon Shares.

The Plan does not prevent take-overs, rather it encourages potential acquirors of control to make takeover bids by means of a Permitted Bid (as defined below) or to approach the Board of Directors to negotiate a mutually acceptable transaction. The Permitted Bid provisions of the Plan are designed to ensure that in any takeover bid for outstanding Aurizon Shares all shareholders are treated equally and fairly and are given adequate time to properly assess the takeover bid and alternative transactions on a fully-informed basis.

The following summary of terms of the Plan is qualified in its entirety by reference to the text of the Agreement. A copy of the Plan is available under Aurizon’s SEDAR profile at www.sedar.com and a copy may be requested by Aurizon Shareholders free of charge by contacting Aurizon at: tel: (604) 687-6600; fax: (604) 687-3932; email: info@aurizon.com; or toll free Can./U.S.: 1-888-411-GOLD (4653).

Term

Provided the Plan is confirmed at a meeting of shareholders to be held on March 7, 2013 to consider, and if deemed advisable, approve the Plan (the “**Meeting**”), the Plan (unless earlier terminated) will remain in effect until the first annual or special meeting of the Aurizon Shareholders held in the third year after the date of the Meeting. If the Plan is not confirmed at the Meeting, the Plan (unless earlier terminated) will terminate at the conclusion of the Meeting.

Issue of Rights

In implementing the Plan, the Board of Directors authorized the issuance of one right (a “**Right**”) in respect of each Aurizon Share outstanding at 4:00 p.m. (Vancouver time) on the date that is the tenth day after the Effective Date (the “**Record Time**”) and the issue of one Right for each additional Aurizon Share issued after the Record Time and prior to the earlier of the Separation Time (as defined below) or the Expiration Time (as defined below). The “**Effective Date**” of the Plan is January 22, 2013.

Each Right is initially attached to and will trade with the Aurizon Shares in respect of which it was issued. The Rights will separate from the Aurizon Shares to which they are attached and become exercisable at the close of business (the “**Separation Time**”) on (subject to the Board of Directors deferring the Separation Time) the tenth business day after the earlier of the date a person or a group acting in concert (an “**Acquiring Person**”) makes or announces an intention to make a takeover bid that is not a Permitted Bid (as defined below).

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Rights Exercise Privilege

Any transaction or event in which a person acquires (other than pursuant to a Permitted Bid or another exemption available under the Plan) beneficial ownership of 20% or more of the Aurizon Shares is referred to as a “**Flip-in Event**”. Upon the occurrence of a Flip-in Event, any Rights (other than those held by an Acquiring Person which become void under the terms of the Plan) will separate from the Aurizon Shares and will permit the holder to purchase Aurizon Shares at a substantial discount to their then prevailing market price.

The issuance of the Rights is not dilutive (except with respect to Acquiring Persons) and will not affect reported earnings or cash flow per share until the Rights separate from the underlying Aurizon Shares and become exercisable or until the exercise of the Rights. The issuance of the Rights will not change the manner in which shareholders currently trade their Aurizon Shares.

Permitted Bid

A bidder can make a take-over bid and acquire shares of Aurizon without triggering a Flip-In Event under the Plan if the takeover bid qualifies as a “**Permitted Bid**”.

The requirements of a “**Permitted Bid**” include the following:

- (a) the takeover bid must be made by means of a take-over bid circular;
- (b) the take-over bid is made to all holders of Aurizon Shares on the books of Aurizon, other than the bidder, and for all of the issued and outstanding Aurizon Shares, other than the Aurizon Shares held by the bidder;
- (c) no Aurizon Shares shall be taken up or paid for pursuant to the take-over bid prior to the close of business on the date which is not less than 60 days following the date of the take-over bid;
- (d) Aurizon Shares may be deposited pursuant to such take-over bid at any time prior to the close of business on the date of first take-up or payment for Aurizon Shares and all Aurizon Shares deposited pursuant to the take-over bid may be withdrawn at any time prior to the close of business on such date;
- (e) no Aurizon Shares shall be taken up or paid for pursuant to the take-over bid unless more than 50% of the Aurizon Shares held by Independent Shareholders (as defined in the Plan) must be deposited or tendered pursuant to the take-over bid and not withdrawn at the close of business on the date of first take-up for payment for the Aurizon Shares; and
- (f) if more than 50% of the then outstanding Aurizon Shares held by Independent Shareholders have been deposited to the take-over bid and not withdrawn as at the close of business on the date of first take-up or payment for the Aurizon Shares under the take-over bid, the Offeror will make a public announcement of that fact and the take-over bid will remain open for deposits and tenders of Aurizon Shares for not less than ten business days from the date of such public announcement.

The Plan also allows for a competing Permitted Bid (a “**Competing Permitted Bid**”) to be made while a Permitted Bid or another Competing Permitted Bid is in existence. A Competing Permitted Bid must satisfy all of the requirements of a Permitted Bid except that it may expire on the same date as the Permitted Bid, subject to

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the requirement that it be outstanding for a minimum period of 35 days (the minimum period required under Canadian securities law).

Permitted Lock-Up Agreement

A person will not become an Acquiring Person by virtue of having entered into an agreement (a “**Permitted Lock-Up Agreement**”) with one or more shareholders whereby such shareholders agree to deposit or tender Aurizon Shares to a take-over bid (the “**Lock-Up Bid**”) made by such person, provided that the agreement meets certain requirements including:

- (a) the terms of the agreement are publicly disclosed and a copy of the agreement is made available to the public not later than the date of the Lock-Up Bid or, if the Lock-Up Bid has been made prior to the date on which such agreement is entered into, not later than the first business day following the date of such agreement;
- (b) the shareholder who has agreed to tender Aurizon Shares to the Lock-Up Bid made by the other party to the agreement is permitted to terminate its obligation under the agreement and withdraw its Aurizon Shares from the Lock-Up Agreement, in order to deposit or tender Aurizon Shares to another take-over bid or to support another transaction prior to the Aurizon Shares being taken up and paid for under the Lock-Up Bid (i) at a price or value per Aurizon Share that exceeds the price or value per Aurizon Share offered under the Lock-Up Bid; or (ii) at an offer price for each Aurizon Share that exceeds by as much as or more than a specified amount (the “Specified Amount”) the offer price for each Aurizon Share contained in or proposed to be contained in the Lock-Up Bid and that does not by its terms provide for a Specified Amount that is greater than 7% of the offer price contained in or proposed to be contained in the Lock-Up Bid; and
- (c) no break-up fees, top-up fees, penalties, expenses or other amounts that exceed in aggregate the greater of (A) 2.5% of the price or value of the consideration payable under the Lock-Up Bid to a locked-up shareholder; and (B) 50% of the amount by which the price or value of the consideration received by a locked-up shareholder under another take-over bid or transaction exceeds the price or value of the consideration that the locked-up shareholder would have received under the Lock-Up Bid; shall be payable by the locked-up shareholder if such shareholder fails to deposit or tender Aurizon Shares to the Lock-Up Bid or withdraws Aurizon Shares previously tendered thereto, in order to deposit or tender such Aurizon Shares to another take-over bid or support another transaction.

Waiver and Redemption

If a potential offeror does not desire to make a Permitted Bid, it can negotiate with, and obtain the prior approval of, the Board of Directors to make a take-over bid by way of a take-over bid circular sent to all holders of Aurizon Shares on terms which the Board of Directors considers fair to all shareholders. In such circumstances, the Board of Directors may, upon prior written notice to the Rights Agent, waive the application of the Plan thereby allowing such bid to proceed without dilution to the bidder. Any waiver of the application of the Plan in respect of a particular take-over bid shall also constitute a waiver of any other take-over bid which is made by means of a take-over bid circular to all holders of Aurizon Shares while the initial take-over bid is outstanding.

The Board of Directors may also waive the application of the Plan in respect of a particular Flip-in Event that has occurred through inadvertence, provided that the Acquiring Person that inadvertently triggered such Flip-

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in Event reduces its beneficial holdings such that at the time of the waiver of the Board of Directors such person is no longer an Acquiring Person.

With the prior consent of the holders of Aurizon Shares, the Board of Directors may, prior to the occurrence of a Flip-in Event that would occur by reason of an acquisition of Aurizon Shares otherwise than pursuant to the foregoing, waive the application of the Plan to such Flip-in Event.

The Board of Directors may, with the prior consent of the holders of Aurizon Shares, at any time prior to the occurrence of a Flip-in Event, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.000001 per Right. Rights are deemed to be redeemed following termination of the Plan in accordance with the Agreement or completion of a Permitted Bid, a Competing Permitted Bid or a take-over bid in respect of which the Board of Directors has waived the application of the Plan.

Duties of the Board of Directors

The adoption of the Plan will not in any way lessen or affect the duty of the Board of Directors to act honestly and in good faith with a view to the best interests of Aurizon. The Board of Directors, when a take-over bid or similar offer is made, will continue to have the duty and power to take such actions and make such recommendations to shareholders as are considered appropriate.

Aurizon may, prior to the date of the Meeting, without the approval of the holders of Rights or Aurizon Shares, amend, vary or delete any of the provisions of the Agreement and may, after the date of the Meeting (provided the Agreement is confirmed by shareholders at such Meeting) with the prior approval of shareholders (or the holders of Rights if the Separation Time has occurred), amend, vary or delete any of the provisions of the Agreement. Aurizon may make amendments to the Agreement at any time to correct any clerical or typographical error or, subject to confirmation at the next meeting of shareholders, make amendments which are required to maintain the validity of the Agreement due to changes in any applicable legislation, regulations or rules.

The Plan does not prevent Alamos from acquiring Aurizon. The Alamos Offer can, if Alamos so chooses, proceed as a "Permitted Bid" under the Plan and can succeed if the price offered is one which the holders of a majority of the shares of Aurizon (other than those held by Alamos) wish to accept. The same is true with respect to any other prospective offeror for Aurizon.

ARRANGEMENTS BETWEEN ALAMOS AND SECURITYHOLDERS OF AURIZON

To the knowledge of the directors and officers of Aurizon, no agreement, commitment or understanding, has been made or proposed to be made between Alamos and any Aurizon Shareholder with respect to the Alamos Offer other than the share purchase agreements disclosed in Section 6 of the Alamos Circular under the heading "Share Purchase Agreements".

INTERESTS OF DIRECTORS AND OFFICERS OF AURIZON IN MATERIAL TRANSACTIONS WITH ALAMOS

None of the directors and officers of Aurizon and their associates nor, to the knowledge of the directors and officers of Aurizon after reasonable enquiry, any person who owns more than 10% of any class of equity securities of Aurizon for the time being outstanding (other than Alamos) has any interest in any material transaction to which Alamos is a party.

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NO MATERIAL CHANGES

Except as publicly disclosed or as referred to in this Directors' Circular, the directors and officers of Aurizon are not aware of any information that indicates any material change in the affairs of Aurizon since September 30, 2012.

OTHER MATERIAL INFORMATION

Except as disclosed below and elsewhere in this Directors' Circular, there is no information that is known to the Board of Directors that would reasonably be expected to affect the decision of the Aurizon Shareholders (or holders of securities convertible into Aurizon Shares) to accept or reject the Alamos Offer.

Aurizon is providing the following disclosure of its 2012 gold production results and 2013 production guidance, as well as operating, capital, and exploration budgets:

Introduction

With a year-end cash balance of approximately \$204 million together with strong operating cash flows, management of Aurizon expects that Aurizon will be able to fund the capital and exploration projects planned for 2013. Production performance at Casa Berardi was consistent with Aurizon's revised expectations for 2012 at 136,848 ounces. Aurizon is currently in a transition phase at Casa Berardi while it installs the required infrastructure to commence mining new areas east of the production shaft. These new mining areas will be the foundation of future underground production at Casa Berardi. The shaft sinking and lateral development out to the 118 and 123 Zones are in progress and the operation is expected to transition from the existing mining areas over the next 18 months. Management of Aurizon currently expects that Aurizon will be making a significant investment in Casa Berardi in 2013 in order to continue the development of the lower levels of the West Mine and secure a strong production profile into the future. Following the transition period, Aurizon expects that Casa Berardi will return to historical production levels.

2012 Gold Production

Gold production from Aurizon's 100% owned Casa Berardi mine in 2012 totaled 136,848 ounces from the processing of 693,859 tonnes at an average grade of 6.8 grams of gold per tonne. Recoveries for the year averaged 90.6%. Actual gold production was consistent with Aurizon's revised 2012 guidance of 137,000 ounces and it is anticipated that total cash costs per ounce will be in line with Aurizon's previous guidance of US\$695 per ounce for 2012.

Fourth Quarter 2012 Gold Production

Ore processed in the fourth quarter 2012 totaled 183,677 tonnes at an average grade of 6.8 grams of gold per tonne. Metallurgical recoveries of 89.4% resulted in gold production of 35,627 ounces in the quarter.

Forecast Gold Production for 2013

Operational flexibility will be constrained in the first half of 2013 during the continued shaft sinking and lateral development out to the 118 and 123 Zones. As a result, it is estimated that Casa Berardi will produce approximately 125,000 - 130,000 ounces of gold in 2013 at an average grade of 7.2 grams of gold per tonne. Gold production should gradually increase through the year as more stopes become available and should reach historic levels in the second half.

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Major shutdowns are planned for 2013, particularly in the first quarter, in order to switch over to the deepened shaft and incorporate new infrastructure into the mining schedule.

As quarterly operating results are expected to fluctuate throughout the year, they will not necessarily be reflective of these full year averages. Lower throughput at lower than average ore grades is expected in the first half of 2013 which is expected to result in approximately 33% fewer ounces of gold produced in the first half of 2013 compared to the second half of the year.

Average daily ore throughput is estimated at 1,760 tonnes per day, which would be lower than the 1,896 tonnes per day achieved in 2012. Mine sequencing in 2013 will result in ore grades that are expected to be 6% higher than 2012 at approximately 7.2 grams per tonne. Zone 118 is expected to provide ore for the first time in the third quarter with an anticipated average grade in 2013 of approximately 7.9 grams per tonne. Approximately 46% of production is expected to come from Zone 113; 22% from Zone 118; 13% from the Lower Inter Zone; and the residual 19% coming from the smaller zones and development material. Assuming a Canadian/U.S. dollar exchange rate at parity, total cash costs are anticipated to average US\$810 per ounce in 2013 for the year gradually decreasing to US\$700 per ounce in the second half. Onsite mining, milling and administration costs are expected to average \$170 per tonne in 2013, up approximately 21% from 2012 projected costs as a result of the impact of fixed operating costs on lower ore throughput, higher stope preparation costs, and industry wide inflationary cost pressures, gradually trending down to \$155 per tonne in the second part of the year.

Casa Berardi Gold Mine, Quebec

Capital expenditures at Casa Berardi, primarily funded from operating cash flow, are estimated to total \$102.3 million in 2013, comprised of the following:

	2013 Budget (in millions)
Sustaining Capital expenditures	
Mine development	\$ 24.4
Shaft deepening	19.3
Paste backfill plant	7.8
Property, plant & equipment	11.1
Infill & exploration drilling	4.1
Drill extensions of the East Mine open pit	1.2
Wet shotcrete plant	0.6
Miscellaneous projects	0.8
	<u>\$ 69.3</u>
New Capital Projects	
Development of East Mine open pit (1)	\$ 26.0
Principal Zone development	7.0
	<u>\$ 33.0</u>
Total	<u>\$ 102.3</u>

(1) Subject to further studies and permitting.

Deepening of the West Mine production shaft continues at a budgeted cost of \$19.3 million in order to provide access to the lower portions of the 113, 118 and 123 Zones. The shaft, currently at a depth of 920 metres, will be extended to approximately 1,080 metres below surface, which will provide access at the 1,010 metre level

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to develop a drift from the shaft to Zones 118 and 123. The shaft deepening is expected to be completed near the end of 2013 and commissioned by the first quarter of 2014.

Subject to further studies and permitting, \$26 million is budgeted in 2013 to begin the excavation of the East Mine open pit with the objective of commencing production from the pit by early 2014. A review and update of the prefeasibility done by BBA on the East Mine Open Pit is underway. The block model is being revised and the mandate to commence additional geotechnical studies has been awarded to Golder Associates. The implication of the presence of underground openings of the East Mine will also be subject to further studies. Permitting for the operation of a rock quarry, road construction and relocation, wood clearing and excavation of the open pit has been initiated with excavation of the surface overburden planned to start during the third quarter of 2013. The mining approach including mining rate and unit costs is also under review.

Mining equipment replacement and fleet expansion to support the expanded development activities is budgeted at \$11.1 million. A further \$7.8 million will be invested to complete the construction of a paste backfill plant and \$7.0 million for the development of the Principal Zone from the 280 metre level.

Casa Berardi Exploration

In 2013, it is expected that \$5.2 million will be invested on exploration at Casa Berardi which will include approximately 58,000 metres of surface and underground diamond drilling. Up to three surface, and five to seven underground drill rigs will be active during the course of 2013. Aurizon expects to capitalize these costs as the primary objective of the drilling will be to improve the quality of the known reserves and resources as well as exploring for extensions of these structures.

Surface exploration will include testing the South domain of Zone 123 to investigate extensions of known mineralization.

Underground rigs will primarily focus on definition drilling of Zones 113, 118, 123, and the Principal Zone. In addition, exploration drilling from underground will be performed on the Cherty Zone 159.

Advanced Stage Gold Development Property–Heva and Hosco West Extension Areas

An initial \$1.5 million exploration program, consisting of further drilling, metallurgical work and a 10,000 metre of surface drill program is planned for the Heva deposit, to fill the gap inside the resource outline on sections that are supported by historic holes. Additional drilling of the down-dip extensions on Heva and Hosco West will correspond to the conceptual mining and economic studies and metallurgical testworks that are planned. With the 2012 drill program at Heva now completed, it is intended that an in-pit mineral resource estimate will be completed within the first half of 2013. Two drill rigs will be active with the majority of the drilling to be performed during the summer months.

Duvay Property

A minimal exploration budget is planned at the Company' s other Quebec properties. A total budget of \$0.5 million including 4,350 metres of drilling is planned at the Duvay property for 2013.

Marban Property

An updated mineral resource estimate on the Phase II drilling completed in August 2012 is in progress and is expected to be completed by early 2013. Following the updated mineral resource estimate the Company will review and evaluate a Phase III drill program.

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Pursuant to an option agreement, Aurizon may earn up to a 65% interest in the Marban property, which comprises 42 mining claims and 3 mining concessions covering 976 hectares in the center of the Malartic gold mining camp in the Abitibi region of Quebec, subject to underlying royalties.

2013 Year End Financial Results

Aurizon expects to release fourth quarter and 2012 year-end financial results on or about March 14, 2013, and will hold a conference call to discuss the results. Details of the call, including times and contact numbers, will be announced closer to the date.

Aurizon also expects to release an updated mineral reserves and resources estimate for the Casa Berardi mine in February 2013.

Quality Control

Information of a scientific or technical nature in this Directors' Circular was prepared under the supervision of Martin Bergeron, P.Eng., Vice President, Operations and Martin Demers, P. Geo., General Manager Exploration, both qualified persons under National Instrument 43-101.

ALTERNATIVES TO THE ALAMOS OFFER

Except as set forth in this Directors' Circular, there are no transactions, Board of Directors' resolutions, agreements in principle or signed contracts of Aurizon in response to the Alamos Offer and no negotiations underway in response to the Alamos Offer which relates to or would result in: (a) an extraordinary transaction such as a merger, reorganization or liquidation involving Aurizon or any of its subsidiaries; (b) the purchase, sale or transfer of a material amount of assets of Aurizon or any of its subsidiaries; (c) a competing take-over bid; (d) a bid by Aurizon for its own securities or for those of another issuer; or (e) any material change in the present indebtedness, capitalization or dividend rate or policy of Aurizon.

Notwithstanding the foregoing, the Board of Directors may in the future engage in negotiations in response to the Alamos Offer that could have one or more of the effects specified in the preceding paragraph. The Board of Directors has determined that disclosure with respect to the parties to, and the possible terms of, any transactions or proposals of the type referred to in the preceding paragraph might jeopardize any discussions or negotiations that Aurizon may conduct. Accordingly, Aurizon does not intend to disclose the possible terms of any such transaction or proposal until an agreement in principle relating thereto has been reached or as otherwise may be required by law.

ADDITIONAL INFORMATION

Except as disclosed elsewhere in this Directors' Circular, Aurizon is not aware of any additional information that would be required to be disclosed by Alamos' s take-over bid circular to make the information in the Alamos Circular correct or not misleading.

AVAILABILITY OF DOCUMENTS

Aurizon is a reporting issuer or the equivalent in all the provinces and territories of Canada, and its Shares are registered pursuant to Section 12(b) of the United States Securities Exchange Act of 1934, as amended, and are listed on the NYSE MKT. As a result, Aurizon files continuous disclosure documents and other documents with the Canadian provincial securities regulatory authorities and with the U.S. Securities and Exchanges Commission (the "SEC"). Continuous disclosure documents are available for review at the Canadian securities regulators' System for

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PERSONS OR ASSETS EMPLOYED, COMPENSATED OR USED

The Financial Advisors were retained to render financial advisory services to the Board of Directors and the Special Committee, in connection with their respective analysis and consideration of, and response to, the Alamos Offer. Aurizon will pay each of the Financial Advisors reasonable and customary compensation for its services and will reimburse each of them for their reasonable out-of-pocket expenses. Aurizon has agreed to indemnify each of the Financial Advisors against certain liabilities arising out of or in connection with their engagement.

Aurizon has also retained Georgeson as its Information Agent in connection with the Alamos Offer and certain related matters. Aurizon will pay Georgeson reasonable and customary compensation for its services and will reimburse Georgeson for its reasonable out-of-pocket expenses. Aurizon has agreed to indemnify Georgeson against certain liabilities arising out of or in connection with the engagement.

Aurizon has also retained Longview Communications Inc. (“**Longview**”) to assist it in connection with corporate communications. Longview will receive reasonable and customary compensation for its services and reimbursement for its out-of-pocket expenses. Aurizon has agreed to indemnify Longview against certain liabilities arising out of or in connection with the engagement.

Except as set forth above, neither Aurizon nor any person acting on its behalf has employed, retained or agreed to compensate any person making solicitations or recommendations to Aurizon Shareholders in connection with the Alamos Offer.

STATEMENT OF RIGHTS

Securities legislation of the provinces and territories of Canada provides security holders of Aurizon with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages if there is a misrepresentation in a circular or notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

APPROVAL OF DIRECTORS' CIRCULAR

The contents of this Directors' Circular and the delivery thereof have been approved and authorized by the Board of Directors of Aurizon.

This Directors' Circular is dated January 22, 2013.

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CERTIFICATE

January 22, 2013

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

On behalf of the Board of Directors of Aurizon Mines Ltd.

(signed) "*David P. Hall*"
David P. Hall, Director

(signed) "*George Brack*"
George Brack, Director

REJECT THE ALAMOS OFFER AND DO NOT TENDER YOUR AURIZON SHARES.

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CONSENT OF SCOTIA CAPITAL INC.

To the Board of Directors of Aurizon Mines Ltd. (the “Company”)

We refer to the opinion dated January 22, 2013 which we prepared for the Board of Directors of the Company in connection with the unsolicited take-over bid from Alamos Gold Inc. We consent to the inclusion of the opinion set out as Appendix “A”, a summary of the opinion and our firm name in the directors’ circular of the Company dated January 22, 2013.

Scotia Capital Inc.

SCOTIA CAPITAL INC.

DATED at Vancouver, British Columbia, Canada this 22nd day of January, 2013.

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CONSENT OF CIBC WORLD MARKETS INC.

Dated: January 22, 2013

To the Special Committee of the Board of Directors of Aurizon Mines Ltd.

We hereby consent to the references to our firm name and to the reference to our opinion dated January 22, 2013, contained under the headings “Recommendation of the Special Committee to the Board of Directors”, “Reasons for Rejection”, “Aurizon’s Response to the Alamos Offer” and “Opinions of Financial Advisors” and the inclusion of the text of our opinion dated January 22, 2013 as Appendix “B” to the Directors’ Circular dated January 22, 2013. Our opinion was given as at January 22, 2013 and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Special Committee of the Board of Directors of Aurizon Mines Ltd. shall be entitled to rely upon our opinion.

(Signed) CIBC World Markets Inc.

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Appendix "A"

Opinion of Scotia Capital Inc.

Scotia Capital Inc.

Scotia Tower

18th Floor, 650 West Georgia Street

Box 11640

Vancouver, British Columbia

Canada V6B 4N9



GLOBAL BANKING AND MARKETS

January 22, 2013

The Board of Directors
Aurizon Mines Limited
Suite 1120 Cathedral Place,
925 West Georgia Street
Vancouver, British Columbia V6C 3L2

To the Board of Directors:

Scotia Capital Inc. ("Scotia Capital") understands that Alamos Gold Inc. ("Alamos" or the "Offeror") has commenced an offer (the "Offer") to purchase all of the issued and outstanding common shares (the "Shares") of Aurizon Mines Ltd. ("Aurizon") on the basis of, and at the option of the holders of the Shares, (a) 0.2801 of a common share of Alamos or, (b) C\$4.65 in cash, for each Share, subject to pro ration, as applicable upon the terms and subject to the conditions set forth in the Offer to Purchase (the "Offer to Purchase") contained in the take-over bid circular (the "Circular") of the Offeror dated January 14, 2013, and the related Letter of Transmittal and Notice of Guaranteed Delivery (together with the Offer to Purchase and the Circular, the "Offer Documents"). We also understand that as of the date hereof, Alamos holds 26,507,283 Shares, over 16% of the issued and outstanding Shares.

You have asked for our opinion as to whether the consideration offered pursuant to the Offer is adequate, from a financial point of view, to the holders of Shares, other than Alamos and its affiliates.

Scotia Capital was engaged as financial advisor to Aurizon in connection with the Offer and will receive a fee for its services, including a fee for the delivery of this opinion and fees that are contingent on certain other events. Neither Scotia Capital nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of Aurizon or Alamos or any of their respective associates or affiliates. Subject to the following, there are no understandings, agreements or commitments between Scotia Capital and Aurizon, Alamos or any of their respective associates or affiliates with respect to any future business dealings. Scotia Capital has a current lending position with Aurizon and has in the past provided and may in the future provide, traditional banking, financial advisory and investment banking services to Aurizon and the Offeror. In the ordinary course of business, Scotia Capital, its successors and affiliates may hold or trade, for their own accounts and the accounts of their customers, securities of Aurizon and the Offeror or their respective affiliates and, accordingly, may at any time hold a long or short position in such securities.

Scotia Capital acts as a trader and dealer, both as principal and agent, in the financial markets in Canada and the United States and elsewhere and, as such, it and Scotiabank, may have had and may have positions in the securities of Aurizon, Alamos, or any of their respective associates or affiliates from time to time and may have executed or may execute transactions on behalf of such companies or clients for which it receives compensation. As an investment dealer, Scotia Capital conducts research on securities and may, in the ordinary course of business, provide research reports and

investment advice to its clients on investment matters, including with respect to Aurizon, Alamos or any of their respective associates or affiliates, or with respect to the Offer.

In arriving at our opinion, we have, among other things: (i) reviewed certain publicly available business and historical financial information relating to Aurizon and the Offeror; (ii) reviewed certain internal financial information and other data relating to the business and financial prospects of Aurizon that were provided to us by Aurizon and not publicly available, including financial forecasts and estimates prepared by management of Aurizon; (iii) conducted

discussions with members of the senior management of Aurizon concerning the business and financial prospects of Aurizon; (iv) reviewed publicly available financial and stock market data with respect to certain other companies we believe to be generally relevant; (v) compared the financial terms of the Offer with the publicly available financial terms of certain other transactions we believe to be generally relevant; (vi) reviewed current and historical market prices of the common shares of Aurizon and common shares of the Offeror; (vii) reviewed the Offer Documents; (viii) reviewed a draft of the Directors' Circular of Aurizon, dated January 21, 2013, relating to the Offer to Purchase; (ix) conducted such other financial studies, analyses and investigations, and considered such other information, as we deemed necessary or appropriate.

In connection with our review, with your consent, we have not assumed any responsibility for independent verification of any of the information reviewed by us for the purpose of this opinion and have, with your consent, relied on such information being complete and accurate in all material respects or, in the case of forecasts, projections and estimates of Aurizon, relied on such information having been prepared using the assumptions identified therein, which assumptions were at the time of preparation reasonable in the circumstances. In addition, with your consent, we have not made any independent evaluation or appraisal of any of the assets or liabilities (contingent or otherwise) of Aurizon or its subsidiaries, nor have we been furnished with any such evaluation or appraisal. We have not prepared a formal valuation of Aurizon and have not been engaged to review any legal, tax or accounting aspects of the Offer. With respect to the financial forecasts and estimates, we have assumed, at your direction, that they have been reasonably prepared on a basis reflecting the best currently available estimates and judgments of Aurizon as to the future performance of Aurizon.

Senior officers of Aurizon have represented to us in a certificate dated as of the date hereof, among other things, that (i) the information and data, other than forecasts, projections and estimates (the "Information") provided to us by or on behalf of Aurizon in respect of Aurizon and its subsidiaries or affiliates in connection with the Offer was, at the date such Information was prepared, complete, true and correct in all material respects, and no additional material, data or information would be required to make the Information not misleading in light of the circumstances under which such Information was provided and that (ii) since the dates on which the Information was provided to us, except as disclosed to us, there have been no changes in material facts or new material facts.

Our opinion is necessarily based on financial, monetary, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it. We do not assume any obligation to update, revise or reaffirm this opinion and we expressly disclaim any such obligation. Additionally, we do not express any opinion as to the prices at which the common shares of Aurizon will trade at any time.

Our opinion is for the use and benefit of the Board of Directors of Aurizon, and may not be published without the prior written consent of Scotia Capital, provided that this opinion may be included in the Directors' Circular of Aurizon responding to the Offer. Our opinion does not constitute a recommendation as to whether or not any holder of Aurizon common shares should tender to the Offer.

Based upon and subject to the foregoing and such other matters as we consider relevant, it is our opinion that, as of the date hereof, the consideration offered pursuant to the Offer is inadequate, from a financial point of view, to the holders of Aurizon common shares, other than Alamos and its affiliates.

Yours very truly,



SCOTIA CAPITAL INC.

Opinion of CIBC World Markets Inc.



January 22, 2013

The Special Committee of the Board of Directors
of Aurizon Mines Ltd.
Suite 1120, Cathedral Place
925 W. Georgia Street
Vancouver, B.C. V6C 3L2

To the Special Committee:

CIBC World Markets Inc. ("CIBC", "we" or "us") understands that Alamos Gold Inc. (the "Offeror") has made an offer (the "Offer") to purchase all of the outstanding common shares (the "Shares") of Aurizon Mines Ltd. ("Aurizon" or the "Company"), other than any Shares held directly or indirectly by Alamos and its affiliates, for consideration per Share, at the election of each Aurizon shareholder (the "Shareholders") of:

- a) \$4.65 in cash (the "Cash Alternative"); or
- b) 0.2801 of a common share (the "Alamos Shares") of Alamos (the "Share Alternative", and each of (a) and (b) being referred to herein as the "Consideration"),

subject, in each case, to pro-rata as set out in the Take-over Bid Circular (as defined below).

We understand that the total amount of cash available under the Offer is limited to \$305,000,000 and the total number of Alamos Shares available for issuance under the Offer is limited to 23,500,000. Assuming that all Shareholders tendered to either (i) the Cash Alternative or (ii) the Share Alternative, each Shareholder would be entitled to receive \$2.04 in cash and 0.1572 of an Alamos Share for each Share tendered, subject to adjustment for fractional shares.

The terms and conditions of the Offer are described in the Offeror's offer and take-over bid circular dated January 14, 2013 (the "Take-over Bid Circular"). We also understand that the Company's board of directors (the "Board of Directors") has appointed a special committee (the "Special Committee") to consider the implications of the Offer and to make recommendations to the Board of Directors concerning the Offer and responses thereto, including considering potential transactions that might be pursued by the Company as an alternative to the Offer.

Engagement of CIBC

By letter agreement dated January 17, 2013 (the "Engagement Agreement"), the Special Committee retained CIBC to act as its financial advisor in connection with the Offer and any alternative transaction. Pursuant to the Engagement Agreement, the Special Committee has requested that we prepare and deliver to it our written opinion (the "Opinion") as to the

adequacy, from a financial point of view, of the Consideration offered pursuant to the Offer to the Shareholders of the Company other than the Offeror and its affiliates.

CIBC will be paid an advisory fee, payable upon the rendering of this Opinion, which fee is not contingent upon the outcome or completion of the Offer or any alternative transaction. The Company has also agreed to reimburse CIBC for its reasonable out-of-pocket expenses and to indemnify CIBC in respect of certain liabilities that might arise out of our engagement.

Credentials of CIBC

CIBC is one of Canada's largest investment banking firms with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. The Opinion expressed herein is the opinion of CIBC and the form and content herein have been approved for release by a committee of its managing directors and internal counsel, each of whom is experienced in merger, acquisition, divestiture and valuation matters.

Scope of Review

In connection with rendering our Opinion, we have reviewed and relied upon, among other things, the following:

- i) the Take-over Bid Circular;
- ii) the Alamos Investor Presentation with respect to the Offer dated January 14, 2013;
- iii) the Share Purchase Agreements between Alamos and each of Van Eck Associates Corporation, Dynamic Precious Metals Fund and Dynamic Strategic Gold Class, Montrusco Bolton Investments Inc., and Precious Metals and Minerals Fund, all of which are dated between January 10, 2013 and January 13, 2013;
- iv) the annual reports, including the comparative audited financial statements and management's discussion and analysis, of the Company for the fiscal years ended December 31, 2009, 2010 and 2011;
- v) the interim reports, including the comparative unaudited financial statements and management's discussion and analysis, of the Company for the three months ended March 31, 2012, the six months ended June 30, 2012 and the nine months ended September 30, 2012;
- vi) the annual information form of the Company for the fiscal year ended December 31, 2011 dated March 30, 2012;
- vii) the management information circular of the Company dated April 5, 2012 relating to the annual meeting of shareholders held on May 10, 2012;
- viii) the NI 43-101 Technical Report titled "Feasibility Study of the Hosco Deposit - Joanna Gold Project" dated June 5, 2012 and prepared for the Company by BBA Inc., Roche Ltd. and SGS Canada Inc.;
- ix) the NI 43-101 Technical Report titled "Mineral Resource Estimation - Joanna Gold Project - Rouyn-Norand, Quebec - Aurizon Mines Ltd. - September 2011 Update" dated December 31, 2011 and prepared for the Company by BBA Inc. and SGS Canada Inc.;

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- x) the NI 43-101 Technical Report titled “Technical Report on the Casa Berardi Mine, Northwestern Quebec, Canada” dated March 28, 2011 and prepared for the Company by BBA Inc. and Roscoe Postle Associates Inc.;
 - xi) the annual reports, including the comparative audited financial statements and management’ s discussion and analysis, of Alamos for the fiscal years ended December 31, 2009, 2010 and 2011;
 - xii) the interim reports, including the comparative unaudited financial statements and management’ s discussion and analysis, of Alamos for the three months ended March 31, 2012, the six months ended June 30, 2012 and the nine months ended September 30, 2012;
 - xiii) the annual information form of Alamos for the fiscal year ended December 31, 2011 dated March 29, 2012;
 - xiv) the management information circular of Alamos dated April 26, 2012 relating to the annual meeting of shareholders held on May 31, 2012;
 - xv) the NI 43-101 Technical Report titled “Mulatos Project - Technical Report Updated (2012)” dated December 21, 2012 and prepared for Minas de Oro Nacional S.A. de C.V. by K D Engineering;
 - xvi) the NI 43-101 Technical Report titled “Kirazli & Agi Dagi Gold Project” dated July 31, 2012 and prepared for Alamos by Kappes, Cassidy & Associates;
 - xvii) certain internal financial, operational, corporate and other information prepared or provided by the management of the Company, including internal operating and financial budgets and projections;
 - xviii) selected public market trading statistics and relevant financial information of the Company, Alamos and other public entities;
 - xix) selected financial statistics and relevant financial information with respect to relevant precedent transactions;
 - xx) selected relevant reports published by equity research analysts and industry sources regarding the Company, Alamos and other comparable public entities;
 - xxi) a certificate addressed to us, dated as of the date hereof, from two senior officers of the Company as to the completeness and accuracy of the Information (as defined below); and
 - xxii) such other information, analyses, investigations, and discussions as we considered necessary or appropriate in the circumstances.

CIBC has also participated in discussions regarding the Offer and related matters with DuMoulin Black LLP, legal counsel to the Company and Blakes LLP, legal counsel to the Company and the Special Committee in connection with responding to the Offer.

In addition, we have participated in discussions with members of the senior management of the Company regarding the Company’ s business, operations, financial condition and prospects that could result from the Offer and potential alternatives to the Offer.

Assumptions and Limitations

Our Opinion is subject to the assumptions, qualifications and limitations set forth below.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of any of the assets or securities of the Company, the Offeror or any of their respective affiliates and our Opinion should not be construed as such.

With your permission, we have relied upon, and have assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by the Company or its affiliates or advisors or otherwise obtained by us pursuant to our engagement, and our Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to or attempted to verify independently the accuracy, completeness or fairness of presentation of any such information, data, advice, opinions and representations. We have not met separately with the independent auditors of the Company or Alamos in connection with preparing this Opinion and with your permission, we have assumed the accuracy and fair presentation of, and relied upon, the audited financial statements of the Company and Alamos and the reports of the auditors thereon and the interim unaudited financial statements of the Company and Alamos.

With respect to the historical financial data, operating and financial forecasts and budgets provided to us concerning the Company and relied upon in our financial analyses, we have assumed that they have been reasonably prepared on bases reflecting the most reasonable assumptions, estimates and judgements of management of the Company, having regard to the Company's business, plans, financial condition and prospects.

The Company has represented to us, in a certificate of two senior officers of the Company dated the date hereof, among other things, that the information, data and other material (financial or otherwise) provided to us by or on behalf of the Company, including the written information and discussions concerning the Company referred to above under the heading "Scope of Review" (collectively, the "Information"), are complete and correct at the date the Information was provided to us and that, since the date on which the Information was provided to us, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its affiliates and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Opinion.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Offer or the sufficiency of this letter for your purposes.

Our Opinion is rendered on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of the Company and Alamos as they are reflected in the Information and as they were represented to us in our discussions with management of the Company and its affiliates and advisors. In our analyses and in connection with the preparation of our Opinion, we made numerous assumptions with respect to industry performance, general business, markets and economic conditions and other matters, many of which are beyond the control of any party involved in the Offer.

The Opinion is being provided to Special Committee for its exclusive use only in considering the Offer and may not be published, disclosed to any other person, relied upon by any other person, or used for any other purpose, without the prior written consent of CIBC. Our Opinion is not intended to be and does not constitute a recommendation to any Shareholder to accept or reject the Offer.

CIBC believes that its financial analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of an opinion is complex and is not necessarily susceptible to partial analysis or summary description and any attempt to carry out such could lead to undue emphasis on any particular factor or analysis.

The Opinion is given as of the date hereof and, although we reserve the right to change or withdraw the Opinion if we learn that any of the information that we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, we disclaim any obligation to change or withdraw the Opinion, to advise any person of any change that may come to our attention or to update the Opinion after the date of this Opinion.

Opinion

Based upon and subject to the foregoing and such other matters as we considered relevant, it is our opinion, as of the date hereof, that the Consideration offered to Shareholders pursuant to the Offer is inadequate, from a financial point of view, to Shareholders other than the Offeror and its affiliates.

Yours very truly,

(Signed) CIBC World Markets Inc.

Your Directors unanimously recommend that Aurizon Shareholders **REJECT** the
Alamos Offer

and **NOT** TENDER their Aurizon Shares to the Alamos Offer.

Any Aurizon Shareholder who has tendered their Aurizon Shares to the Alamos offer
should **WITHDRAW** those Aurizon Shares.

ANY QUESTIONS OR REQUESTS FOR ASSISTANCE MAY BE
DIRECTED TO OUR INFORMATION AGENT:



North American Toll Free Number: 1-888-605-7616

Outside North America Call Collect: 1-781-575-2422

Email: askus@georgeson.com

REJECT THE ALAMOS OFFER AND **DO NOT** TENDER YOUR AURIZON SHARES.

FOR ASSISTANCE, PLEASE CONTACT OUR INFORMATION AGENT, GEORGESON, AT TOLL FREE (NORTH AMERICA):

1-888-605-7616 OR OUTSIDE NORTH AMERICA CALL COLLECT: 1-781-575-2422 OR EMAIL: ASKUS@GEORGESON.COM.



AURIZON
MINES LTD.

Suite 1120, Cathedral Place,
925 West Georgia Street
Vancouver, British Columbia,
Canada V6C 3L2
Tel: (604) 687-6600
Toll Free: 1-888-411-GOLD
Fax: (604) 687-3932
Email: info@aurizon.com
www.aurizon.com

Toronto Stock Exchange
Ticker Symbol - ARZ
NYSE MKT
Ticker Symbol - AZK
U.S. Registration
(File 001-31893)
News Release
Issue No. 1-2013

January 15, 2013
FOR IMMEDIATE RELEASE

AURIZON RESPONDS TO UNSOLICITED OFFER

Aurizon Mines Ltd. (“Aurizon” or the “Company”) [TSX:ARZ; NYSE MKT:AZK] acknowledges the announcement made on January 14, 2013 by Alamos Gold Incorporated (“Alamos”) of its commencement of an unsolicited bid (“the Alamos Offer”) for all of the issued and outstanding shares of Aurizon that it currently does not own.

The Company is in the process of reviewing and evaluating the Alamos Offer with its financial and legal advisors. The Company expects that a special committee of the Board of Directors of the Company will be appointed to assist the Board in fulfilling its legal and fiduciary duties in respect of the Alamos Offer and making every effort to maximize value for the benefit of Aurizon’s shareholders and other stakeholders. The Company recommends that shareholders defer taking any action in respect of the Alamos Offer until the Board of Directors of the Company makes a recommendation as to the merits of the Alamos Offer. Shareholders will be promptly notified of any recommendation by the Board of Directors through a news release and circular in accordance with applicable securities laws.

About Aurizon

Aurizon is a gold producer with a growth strategy focused on developing its existing projects in the Abitibi region of north-western Quebec, one of the world’s most favourable mining jurisdictions and prolific gold and base metal regions, and by increasing its asset base through accretive transactions. Aurizon shares trade on the Toronto Stock Exchange under the symbol “ARZ” and on the NYSE MKT under the symbol “AZK”. Additional information on Aurizon and its properties is available on Aurizon’s website at www.aurizon.com.

FOR MORE INFORMATION CONTACT:

Aurizon Mines Ltd.

George Paspalas, President & CEO - 604-687-6600
Ian S. Walton, Executive Vice-President & CFO - 604-687-6600
Investor Relations: jennifer.north@aurizon.com
Telephone: 604-687-6600 Fax: 604-687-3932
Toll Free: 1-800-411-GOLD (4653)
Email: info@aurizon.com Website: www.aurizon.com



AURIZON
MINES LTD.

Suite 1120, Cathedral Place,
925 West Georgia Street
Vancouver, British Columbia,
Canada V6C 3L2
Tel: (604) 687-6600
Toll Free: 1-888-411-GOLD
Fax: (604) 687-3932
Email: info@aurizon.com
www.aurizon.com

Toronto Stock Exchange
Ticker Symbol - ARZ
NYSE MKT
Ticker Symbol - AZK
U.S. Registration
(File 001-31893)
News Release
Issue No. 2-2013

January 18, 2013
FOR IMMEDIATE RELEASE

AURIZON APPOINTS A SPECIAL COMMITTEE TO EVALUATE OFFER

Aurizon Mines Ltd. (“Aurizon” or the “Company”) [TSX:ARZ; NYSE MKT:AZK] announces that it has appointed Scotia Capital Inc. as financial advisor and DuMoulin Black LLP and Blake, Cassels & Graydon LLP as legal counsel to assist in responding to the unsolicited bid (the “Alamos Offer”) that was made on January 14, 2013 by Alamos Gold Incorporated.

The Board of Directors of Aurizon has appointed a special committee of independent Directors to review and evaluate the Alamos Offer.

The special committee has appointed CIBC World Markets Inc. as its financial advisor. Blake, Cassels & Graydon LLP is also providing advice to the special committee.

Shareholders are reminded that the Company recommends that shareholders defer taking any action in respect of the Alamos Offer until the Board of Directors of the Company makes a recommendation as to the merits of the Alamos Offer.

About Aurizon

Aurizon is a gold producer with a growth strategy focused on developing its existing projects in the Abitibi region of north-western Quebec, one of the world’s most favourable mining jurisdictions and prolific gold and base metal regions, and by increasing its asset base through accretive transactions. Aurizon shares trade on the Toronto Stock Exchange under the symbol “ARZ” and on the NYSE MKT under the symbol “AZK”. Additional information on Aurizon and its properties is available on Aurizon’s website at www.aurizon.com.

FOR MORE INFORMATION CONTACT:

Aurizon Mines Ltd.

George Paspalas, President & CEO - 604-687-6600

Ian S. Walton, Executive Vice-President & CFO - 604-687-6600

Investor Relations: jennifer.north@aurizon.com

Telephone: 604-687-6600 Fax: 604-687-3932

Toll Free: 1-800-411-GOLD (4653)

Email: info@aurizon.com Website: www.aurizon.com



Suite 1120, Cathedral Place,
925 West Georgia Street
Vancouver, British Columbia,
Canada V6C 3L2
Tel: (604) 687-6600
Toll Free: 1-888-411-GOLD
Fax: (604) 687-3932
Email: info@aurizon.com
www.aurizon.com

Toronto Stock Exchange
Ticker Symbol - ARZ
NYSE MKT
Ticker Symbol - AZK
U.S. Registration
(File 001-31893)
News Release
Issue No. 3-2013

January 23, 2013
FOR IMMEDIATE RELEASE

**AURIZON BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS SHAREHOLDERS REJECT THE ALAMOS
HOSTILE TAKE-OVER BID**

Determines Alamos Bid Is Financially Inadequate

Adopts Shareholder Rights Plan To Enable Board To Explore Full Range of Value-enhancing Alternatives

Vancouver, BC, January 23, 2013 – The Board of Directors of Aurizon Mines Ltd. (TSX:ARZ) (NYSE MKT:AZK) has unanimously recommended that shareholders reject the hostile take-over bid received from Alamos Gold (“the Offer”).

George Brack, Chair of the Special Committee of the Aurizon Board of Directors said, “This is a financially inadequate and opportunistic offer, timed to take advantage of a transition year for Aurizon that we believe will be the foundation of long-term value creation for our shareholders. It fails to compensate Aurizon shareholders for the true value of our assets. We also believe there is increased geopolitical and development risk associated with Alamos shares.”

Mr. Brack added, “The Board and Special Committee are focused on exploring the full range of value-maximizing alternatives for the Company. These include building on existing initiatives and engaging in discussions with third parties regarding potential alternative transactions that create superior shareholder value.”

The Board’s recommendation is based in part on the recommendation of the Special Committee and the advice from financial advisors to Aurizon and the Special Committee and follows a thorough review process, undertaken in consultation with its financial and legal advisors.

Reasons to Reject The Alamos Hostile Bid

The principal factors considered by the Board of Directors in making their determination to recommend that shareholders REJECT the Alamos Offer and NOT TENDER their Aurizon shares include:

The Alamos Offer is financially inadequate:

The value of the Alamos Offer is less than \$4.65 per share.

The Alamos Offer, based on the closing price of Alamos on the TSX on January 22, 2013, represented a value of \$4.55 per Share assuming full pro-ratio of the Alamos Offer consideration. This is a 4.1% discount to the closing price of Aurizon’s Shares on the TSX on the same day and a 21% discount to the 52-week high share price of Aurizon.

The \$4.65 price has never been available to Aurizon Shareholders, based on the implied offer value, since the Alamos Offer announcement was made. Based on the current Alamos Offer value of \$4.55 per Share, the effective premium to Aurizon

Shareholders has eroded 4% relative to the closing price of the Aurizon Shares on January 11, 2013, the last trading day before the Alamos Offer announcement was made.

Scotia Capital Inc. and CIBC World Markets Inc. have each delivered a written opinion to the Board of Directors and Special Committee, respectively, that as of January 22, 2013, and based upon and subject to the assumptions, limitations and qualifications set forth therein, the consideration offered under the Alamos Offer for the Aurizon Shares is inadequate from a financial point of view to the Aurizon shareholders, other than Alamos and its affiliates.

The timing of the Alamos Offer is opportunistic:

Casa Berardi is currently undergoing a transition phase in its mine plan, and therefore the recent operating results from Casa Berardi are not reflective of its normalized operations, and the longer term prospects for Aurizon which remain unchanged.

The Alamos Offer was made at a time when Aurizon's Shares were trading at its lowest levels since December 2008. It was timed to take advantage of a depressed Aurizon share price following the announcement on November 8, 2012 of Aurizon's third quarter 2012 financial results and revised guidance for 2012.

The day prior to the release of Aurizon's third quarter 2012 financial results, Aurizon's Shares traded above the Alamos Offer price.

The Alamos Offer is disadvantageous to Aurizon shareholders, other than Alamos and its affiliates:

Aurizon Shareholders would own a maximum of approximately 16% of the combined company, and thus, significantly decreasing their exposure to Aurizon's assets; and

Aurizon would be contributing proportionately more to the combined company in terms of 2013 forecast gold production, gold reserves and gold resources.

The Board also has serious concerns about unequal treatment of Aurizon shareholders as a result of Alamos having entered into private share purchase agreements with certain shareholders of Aurizon immediately prior to the commencement of the Alamos Offer.

The Board's recommendation that the Aurizon shareholders REJECT the Alamos Offer and DO NOT TENDER their Aurizon Shares, as well as a more detailed discussion of its reasons for rejecting the Alamos offer and the written opinions provided by Scotia Capital Inc. and CIBC World Markets Inc., are contained in a Directors' Circular that will be filed today, a copy of which will be available at www.sedar.com, www.aurizon.com/maximizevalue and as part of the Schedule 14D-9 to be filed by Aurizon on EDGAR and available at www.sec.gov. Copies of the Director's Circular are being mailed to all shareholders and shareholders are urged to read the Directors' Circular and accompanying letter in its entirety.

Adoption of Shareholder Rights Plan

The Aurizon Board of Directors also announced today that it has adopted a shareholder rights plan (the "Rights Plan") to provide the Board with adequate time to identify, develop and negotiate value-enhancing alternatives, if appropriate, to any unsolicited take-over bid, including the Alamos Offer and to encourage equal treatment of shareholders in connection with any take-over bid offer. The Rights Plan is not intended to prevent a take-over of Aurizon or to secure continuance in office of management or the directors. While the Rights Plan is immediately effective, it remains subject to regulatory approval. The Company intends to seek shareholder ratification of the Rights Plan at a special meeting of shareholders to be held on March 7, 2013. A copy of the Rights Plan will be filed today and will be available at www.sedar.com, www.aurizon.com/maximizevalue and as part of the registration statement on Form 8-A to be filed by Aurizon and available at www.sec.gov.

How to Withdraw Shares from the Alamos Offer

Shareholders who have questions or who may have already tendered their shares to the Alamos Offer and wish to withdraw them, may do so by contacting our Information Agent, Georgeson Toll Free (North America): 1-888-605-7616, Outside North America Call Collect: 1-781-575-2422 or Email: askus@georgeson.com.

This news release contains forward-looking information (as defined in the Securities Act (British Columbia)) and forward-looking statements (collectively, “forward-looking statements”) that are prospective in nature. All statements other than statements of historical fact may be forward-looking statements. In this news release, such forward-looking statements include statements regarding the value of Aurizon, the long-term prospects of Casa Berardi, estimates regarding 2013 gold production and the adoption of a shareholder rights plan. These forward-looking statements are based on a number of assumptions, including assumptions regarding the Alamos Offer and the value of Aurizon’s assets, in particular Casa Berardi; the shareholder rights plan becoming effective as planned; the successful completion of new development projects, planned expansions or other projects within the timelines anticipated and at anticipated production levels; the accuracy of reserve and resource estimates, grades, mine life and cash cost estimates; whether mineral resources can be developed; interest and exchange rates; the price of gold and other metals; competitive conditions in the mining industry; title to mineral properties; financing requirements; general economic conditions; and changes in laws, rules and regulations applicable to Aurizon. Although management of Aurizon believes that the assumptions made and the expectations represented by such statements are reasonable, there can be no assurance that a forward-looking statement herein will prove to be accurate. Actual results and developments may differ materially from those expressed or implied by the forward-looking statements contained in this news release and even if such actual results and developments are realized or substantially realized, there can be no assurance that they will have the expected consequences or effects. Factors which could cause actual results to differ materially from current expectations include those risks set forth in Aurizon’s Annual Information Form dated March 30, 2012. You should not place undue reliance on any forward-looking statements contained in this news release. Aurizon specifically disclaims any obligation to reissue or update these forward-looking statements as a result of new information or events after the date hereof, except as may be required by law.

About Aurizon

Aurizon is a gold producer with a growth strategy focused on developing its existing projects in the Abitibi region of north-western Quebec, one of the world’s most favourable mining jurisdictions and prolific gold and base metal regions, and by increasing its asset base through accretive transactions. Aurizon shares trade on the Toronto Stock Exchange under the symbol “ARZ” and on the NYSE MKT under the symbol “AZK”. Additional information on Aurizon and its properties is available on Aurizon’s website at www.aurizon.com.

Media Contact:

Longview Communications
Trevor Zeck (604) 375-5941 or Nick Anstett (416) 649-8008

Investor Contact:

Jennifer North, Manager Investor Relations
Aurizon Mines Ltd.
Investor Relations: jennifer.north@aurizon.com
Telephone: 604-687-6600 Fax: 604-687-3932
Toll Free: 1-800-411-GOLD (4653)
Email: info@aurizon.com Website: www.aurizon.com



January 23, 2013

Dear Aurizon Mines shareholder:

On January 14, 2013, Alamos Gold Inc. commenced a hostile takeover bid for Aurizon. This action was not expected, as the management of Alamos has never contacted or even spoken to Aurizon's Chief Executive Officer, George Paspalas, in the 17 months that he has been with the company. In response, the Aurizon Board of Directors established a Special Committee of independent directors, retained expert financial and legal advisors, and began a process to review the Alamos offer. The Special Committee and Aurizon have received opinions from their respective financial advisors that the consideration being offered under the Alamos Offer is inadequate from a financial point of view to shareholders of Aurizon other than Alamos and its affiliates.

Based on this review, Aurizon's Board of Directors unanimously determined that the Alamos offer is inadequate, and not in the best interests of Aurizon. In the simplest of terms, the Alamos offer fails to put full and fair value on the company. Shareholders should also be concerned with the timing of the offer as it is a clear attempt to take advantage of the transition year that is positioning Aurizon for future success.

The Board of Directors believes that Aurizon shareholders deserve better value than is being offered by Alamos, and recommends that you reject the inadequate Alamos offer and do not tender your shares.

Aurizon's directors and officers also intend to reject the Alamos offer. This decision is based on careful review of the Alamos offer and the conclusion that:

1. The Alamos offer does not provide sufficient value for Aurizon and its assets.

Casa Berardi is a world-class mine in a mining friendly, low political risk jurisdiction with a well-established operating track record. Aurizon is currently working on deepening the existing shaft at the project that will allow access to new zones, and build on the company's proven track record and serve as a foundation of future production. The company also continues to have excellent exploration potential, including recent encouraging drill results at the advanced stage Heva and Hosco West sites. Despite this production and future potential, based on the closing share price of Alamos on the TSX on January 22, 2013, the Alamos offer represents a 21% discount to Aurizon's 52-week high share price and a 4.1% discount to the closing price of Aurizon's shares on the TSX on January 22, 2013. The Alamos offer is also below premiums offered in similar precedent transactions.

2. The Alamos offer is timed to capitalize on a transition ahead of future solid performance

As we have advised shareholders, 2013 is a transition year for Casa Berardi, positioning the company for continued consistent production. The Alamos offer is highly opportunistic, deliberately timed to take advantage of the transition point in the project's life-cycle. Casa Berardi is a long-life asset, and following the transition period, we expect to see the mine return to historical production levels. The Alamos offer fails to adequately compensate shareholders for Casa Berardi's consistent track record, and its bright future. It also assigns little to no value to Aurizon's additional Hosco Pit, Hosco West Extension and Heva properties.

3. The Alamos offer introduces increased risk to Aurizon shareholders

The Alamos shares being offered carry significantly more risk than Aurizon shares by virtue of the nature of the Alamos assets. Compared to Aurizon, Alamos is subject to considerable geopolitical and development risk, as well the real risk of future dilution as a result of potential equity issuance.

The Board also has serious concerns about unequal treatment of Aurizon shareholders as a result of Alamos having entered into private share purchase agreements with certain shareholders of Aurizon immediately prior to the commencement of the Alamos offer. All Aurizon shareholders should be entitled to be treated fairly and in the same manner.

These and other concerns with the Alamos offer are discussed in detail in the accompanying directors' circular, which we encourage you to read in its entirety.

The Board is currently exploring a full range of value-maximizing alternatives for shareholders. These include building on existing initiatives and engaging in discussions with third parties regarding potential alternative transactions that create superior value. While there can be no guarantee of a conclusion of an alternative transaction, we firmly believe that Aurizon shareholders deserve better than the financially inadequate and highly opportunistic Alamos offer. We therefore urge you to reject the offer and not tender your shares. If you have tendered your shares, you can withdraw them by contacting our information agent Georgeson Toll Free (North America): 1-888-605-7616 or Outside North America Call Collect: 1-781-575-2422 or Email: askus@georgeson.com.

Thank you for your support of Aurizon. We look forward to continuing to deliver value for you in the future.

On behalf of the Board of Directors,

George Brack
Chair of the Special Committee of the Board of Directors
Aurizon Mines Ltd.

This document contains forward-looking information or forward-looking statements within the meaning of applicable securities laws (collectively, "forward-looking statements"). In this document, such statements include those regarding the value of Aurizon, its future prospects and future production levels at Casa Berardi. These forward-looking statements are based on a number of assumptions, including as to the value of Aurizon's assets, in particular Casa Berardi; the successful completion of development projects, planned expansions or other projects within the timelines anticipated and at anticipated production levels; the accuracy of reserve and resource estimates and the assumptions on which those estimates are based, grades, mine life and cash cost estimates; whether mineral resources can be developed; the price of gold and other metals; competitive conditions in the mining industry; title to mineral properties; financing requirements; general economic conditions; and the risk of changes in laws, rules and regulations applicable to Aurizon. There can be no assurance that forward-looking statements herein will prove to be accurate and you should not place undue reliance on them. Actual results and developments may differ materially from those expressed or implied by these forward-looking statements, including due to those risks set forth in the accompanying Directors' Circular and Aurizon's Annual Information Form dated March 30, 2012. Aurizon specifically disclaims any obligation to reissue or update these forward-looking statements as a result of new information or events after the date hereof, except as may be required by law.



Suite 1120, Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
Canada V6C 3L2
Tel: (604) 687-6600
Toll Free: 1-888-411-GOLD
Fax: (604) 687-3932
Email: info@aurizon.com
Web Site: www.aurizon.com

Confidential Memorandum

January 23, 2013

Hi Everyone,

As you know, on January 14 Alamos Gold Inc. announced that it has commenced an offer to acquire all of the outstanding shares of Aurizon. This is not something that Aurizon pursued but it is the duty of our Board of Directors to carefully consider this offer.

To facilitate this process, the Board formed a Special Committee and engaged legal and financial advisors who specialize in this sort of situation. The job of the Special Committee and its advisors was to evaluate the Alamos offer and make a recommendation to the Board of Directors as to what recommendation it should make to the Aurizon shareholders.

This morning, the Board announced that it has determined that the Alamos offer is financially inadequate and not in the best interests of the company. Accordingly, the Board has recommended that Aurizon shareholders reject the Alamos offer.

The Board and Special Committee are now focused on exploring the full range of value-maximizing alternatives for the Company. These include building on existing initiatives and engaging in discussions with third parties regarding potential alternative transactions that create superior shareholder value.

While the Board conducts its review, it is crucial that we remain focused on our business. Casa Berardi is a world-class asset supported by a team of first class people. We are well positioned financially, are building a strong foundation for future production and exploring exciting new development opportunities at Heva, Hosco and Casa Berardi.

Some of you may remember that Aurizon went through a similar process back in 2006. It was before my time, but I am aware that the entire company did an outstanding job of focusing on the tasks at hand during a time of uncertainty. I am confident we can do the same again.

As and when there is more information, we will update you. In the meantime, please see the attached FAQ, which is intended to address the questions you may have.

Per our standard procedure, all communication with media, shareholders, and investors should be handled by either myself or Jennifer North in the Vancouver office and/or by Martin Bergeron in the Val-d' Or office.

Many thanks for your continued support.

George

Alamos Unsolicited Bid Frequently Asked Questions

1. What happens next?

As part of its duty to the company, the Board, along with its financial and legal advisors, will explore the full range of value-maximizing alternatives for the company. These include building on existing initiatives and engaging in discussions with third parties regarding potential alternative transactions.

In the meantime, our priority is to remain focused on achieving our production targets and completing the important capital and exploration projects planned for 2013. In other words, it is business as usual for Aurizon.

2. As an employee what do I need to do?

The announcement made by the Board does not change anything at the Company. It is still business as usual at Aurizon.

The most important and only thing to do is to stay focused on our jobs at hand, which includes our operations and the capital projects at Casa Berardi, the mineral resource updates for both Casa Berardi and Heva, and the planned exploration and Corporate Development activities currently underway. We should continue to work towards the goal of completing those projects on time.

We will do our best to keep everyone informed as this situation develops. As always, we ask that you do everything you can to stay safe and productive during this period.

3. Are there any changes in my reporting responsibilities, wage or benefit as a result of the Alamos hostile bid?

No. It is business as usual for us.

4. Is the company for sale?

No. The Board, along with its financial and legal advisors, will explore the full range of value-maximizing alternatives for the company. These include building on existing initiatives and engaging in discussions with third parties regarding potential alternative transactions.

5. I'm also an Aurizon shareholder. Where can I get information on what I should do with my shares?

The Board recommends that shareholders reject the current offer to acquire the company.

The Board's recommendation that the Aurizon shareholders **reject** the Alamos Offer and **do not tender** their Aurizon Shares, as well as a more detailed discussion of its reasons for rejecting the Alamos offer, are contained in a Directors' Circular that will be filed today, a copy of which is available at www.aurizon.com/maximizevalue.

6. What should I say if I am asked questions about what is going on?

The most important message to communicate is that there have not been any changes at Aurizon. It is business as usual.

Feel free to direct people to the news release we issued. It is available on our website at www.aurizon.com/maximizevalue.

Communications with media, shareholders and outsiders should be handled by George Paspalas and Jennifer North in the Vancouver office and Martin Bergeron in the Val-d' Or office.

7. Who should I talk to if I have any further questions?

It is a priority for us to keep everyone at Aurizon informed as we work through this process. Christian will be the primary contact at Casa Berardi, Martin for Val-d' Or, and George in Vancouver.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective as of the 27th day of June, 2011 (hereinafter referred to as the “**Agreement Date**”).

BETWEEN:

AURIZON MINES LTD.
Suite 1120, 925 West Georgia Street,
Vancouver, B.C. V6C 3L2
(hereinafter called the “**Company**”)

OF THE FIRST PART

AND:

GEORGE PASPALAS
4052 West 10th Street
Vancouver, B.C. V6R 2H1
(hereinafter called the “**Employee**”)

OF THE SECOND PART

WHEREAS the Company is incorporated under the laws of British Columbia and carries on business as a mining company with operations in Quebec and other mineral interests elsewhere;

AND WHEREAS the Company wishes to employ the Employee as the President and Chief Executive Officer (the “**Position**”) of the Company and the parties wish to confirm the terms of such employment;

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree with each other as follows:

1. EMPLOYMENT

- 1.01 The Company agrees to employ the Employee and the Employee agrees to serve the Company during the term hereof, on and subject to the terms and conditions herein contained.
- 1.02 The Employee’ s term of employment with the Company shall commence on August 15, 2011 or such other date the parties may agree in writing (the “**Start Date**”) and be indefinite until terminated in accordance with the provisions of this Agreement.
- 1.03 The Company will cause the Employee to be elected as a director effective on or about the Start Date and use reasonable efforts to ensure such directorship

continues, but the Employee acknowledges that election and continuing as a director is subject to shareholder voting and not within the control of the Company.

- 1.04 From the Agreement Date to the Start Date, the Employee shall make himself reasonably available for up to approximately 50 hours of consulting to the Company, including a trip to the Company's operations and related suppliers in Quebec and review of the pending Feasibility Study. In return for all such services, the Employee will receive a lump sum fee of \$50,000 plus applicable taxes payable on the Start Date.
- 1.05 The Employee shall report to and be directly responsible to the Board and shall perform, observe and conform to such duties and instructions as from time to time are reasonably assigned or communicated to the Employee by the Board and which are reasonably consistent with the employment and status of the Employee. The Employee shall make such reports to the Board as may be necessary to fully and properly inform the Board of the matters of business for which the Employee is responsible.
- 1.06 The Employee's principal place of work is the Company's head office in Vancouver, British Columbia, but the Employee acknowledges the Position will require him to travel to Quebec and elsewhere frequently.

2. COMPENSATION

- 2.01 The Company agrees to pay the Employee and the Employee agrees to accept, as remuneration for services hereunder, an annual base salary in the amount set out in Schedule "A" (the "**Annual Salary**"), payable in equal semi-monthly installments, exclusive of any other benefits referred to herein. The parties agree that the Company will review the Annual Salary on an annual basis and will make any adjustments it determines are reasonable in the sole opinion of the Board, who may take into account, among other things, the Employee's performance in the preceding twelve (12) months. Such review will take place within 90 days following the fiscal year end of the Company and any adjustment resulting therefrom shall be effective as and from the date specified by the Board. The Annual Salary payable to the Employee hereunder shall thereafter, until the earlier of the next such determination by the Board or a further written agreement of the parties, be the Annual Salary as so adjusted, without the need for a formal amendment of this Agreement. In no case will the Annual Salary be reduced unless by mutual agreement, such agreement to be in writing. For greater certainty, the Annual Salary referred to herein shall not include any other payments such as, but not limited to, bonuses, share options, or other benefits.
- 2.02 The Employee shall be entitled to participate in all employee benefit programs, including, without limiting the generality of the foregoing, group life and disability insurance and medical and dental plans, in accordance with and on the same terms and conditions as are in place as at the Start Date and such other benefits as from time to time are made generally available to other executive employees of the Company (the "**Benefits**"). The Employee agrees that the Company may substitute, or modify such Benefits as it may deem necessary or desirable in the interests of the Company. All insured Benefits shall be governed by the terms of any applicable policies relating thereto as may be then in force.

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- 2.03 In the event that the Employee should at any time be prevented by illness or injury from performing all of Employee' s duties and provided that Employee furnishes satisfactory evidence of such incapacity and the cause thereof, the Employee shall be eligible for short-term disability benefits until such time as the Employee qualifies for long-term disability benefits under the Company' s insurance plans. The Company shall arrange short and long term disability coverage as from time to time are made generally available to other executive employees of the Company, subject to availability of insurance and Employee being insurable, including passing any medical examination, for such insurance. The benefits under the short and long term disability policies are governed by the terms of the policy of insurance in force and the Company assumes no liability to provide such benefits. If the Employee shall be unable to perform substantially all duties of the Position for a period longer than twenty-four (24) consecutive months or periods totalling twenty-four months in any 36-month period, the Company reserves the option to terminate the Employee' s employment without notice or compensation and the Employee shall have no further claim whatsoever for compensation from the Company.
- 2.04 The Employee shall be entitled to participate in any incentive programs, including, without limiting the generality of the foregoing, share option plans, share purchase plans, share bonus plans or financial assistance plans as may from time to time be approved by the Board. The Employee acknowledges that Employee' s participation in these plans or programs will be to such extent and in such amounts as the Board in its sole discretion may decide from time to time. The Employee agrees that the Company may substitute, reduce, modify, or eliminate such plans or programs if, in the discretion of the Board, this should seem necessary or desirable in the interests of the Company. All such plans or programs shall be governed by the policies of the various regulatory bodies which have jurisdiction over the affairs of the Company.
- 2.05 Having regard to the foregoing, the Employee shall be entitled in each year to participate in annual cash bonus plan (the "**Bonus**") providing Employee with the opportunity to receive a bonus up to the per cent of the Employee' s Annual Salary set out in Schedule "A" (the "**Target Bonus**") based on the Employee' s contribution, as determined by the Board, to the achievement of Company goals to be established by the Board prior to or at the beginning of each calendar year and the Company' s performance and financial condition. The Board shall act reasonably in setting goals and assessing Bonus awards. The Bonus shall be pro-rated for the first part year of employment from the Start Date and be assessed based on the performance objectives set out in Schedule "A" for 2011. Any amounts to which the Employee may be entitled under any such plan or program shall not, for the purposes of this Agreement, be treated as Annual Salary.
- 2.06 The Company shall make an initial grant to the Employee of options to acquire 500,000 common shares of the Company at a strike price of the closing price of such shares on the TSX on the day preceding the day of issue for a five-year term, with 25% vesting on the Start Date and an additional 25% on each of the first, second and third anniversary of the Start Date, providing the Employee remains actively employed on such dates. Such grants will be made pursuant to the terms of the Company stock option plan, as amended from time to time, and the terms of any Stock Option Agreement issued in connection therewith, including terms governing cessation of vesting and cancellation of options on cessation of employment. The

Employee shall be eligible for additional option grants in subsequent years in the discretion of the Company.

2.07 Vacation:

- a. The Employee shall be entitled to 25 business days of annual vacation, without reduction in salary, during each calendar year of the term hereof and pro-rated for partial years. The Employee may carry forward up to 5 vacation days from one year to the next, provided that Employee will not forfeit any statutory minimum vacation days;
- b. Such vacation shall be taken at such time or times as shall be convenient to the Employee and the Company; and
- c. The Employee' s vacation entitlement may be increased from time to time, but not decreased, according to the Company' s prevailing policy.

2.08 The Company will pay, on behalf of the Employee, professional fees and dues or costs of any mandatory or professional development courses required in order to allow the Employee to remain in good standing with any professional association of which the Employee is a member as at the date hereof. In addition, the Employee shall be reimbursed by the Company for all out-of-pocket expenses actually, necessarily and properly incurred by Employee in the discharge of the Employee' s duties for the Company. The Employee agrees that such reimbursements shall be due only after Employee has rendered an itemized expense account, together with receipts where applicable, showing all monies actually expended on behalf of the Company and such other information as may reasonably be required and requested by the Company.

2.09 The Company shall also pay for parking for the Employee in a convenient location near the Company office or, at Employee' s option, a monthly transit pass.

2.10 The Company will use reasonable best efforts to maintain at its expense, on behalf of the Employee, Directors and Officers liability insurance on terms and in amount comparable to that maintained by similar-sized Canadian public companies, but in any event providing no less the US\$20 million in coverage, during the Employee' s employment and for 6 years thereafter, subject to such coverage being available at reasonable cost.

3. DUTIES OF THE EMPLOYEE

3.01 The Employee shall carry out the duties referred to in Article 1 hereof, and will devote the whole of the Employee' s working time, attention and energies to the business of the Company and use Employee' s best efforts to advance the interests of the Company throughout the term of this Agreement.

3.02 Without the prior consent of the Board, the Employee shall not, during the term of this Agreement, hold any other directorship or non-employed officer position with another entity (other than private personal or family holding companies) or, directly or indirectly, engage in any other employment or paid work or take any other action inconsistent with the Employee' s fiduciary duty to the Company.

3.03 The Employee will not, at any time or in any manner during the continuance of his or her employment hereunder and thereafter, use other than for the benefit of the Company or divulge any of the confidential or trade secrets of the Company, including, without limitation, information about mineral properties in which the Company has or is considering acquiring an interest, including about geology, mineralization and assay results, financial information, non-public information which may materially affect the Company's share price, and employee financial information (collectively, "**Confidential Information**") to any person or persons, without the previous consent in writing of the Board except as reasonably necessary to perform the duties of the Position or as may be required by law. During the continuation of employment and thereafter, the Employee shall not use or attempt to use any confidential information which Employee may acquire in the course of the Employee's employment for the Employee's own benefit, directly or indirectly.

4. TERMINATION

- 4.01 The Employee may terminate this Agreement and Employee's employment by giving the Company at least three (3) months' written notice. The Company may waive all or part of such notice and pay compensation in lieu.
- 4.02 The Company may terminate the employment of the Employee without cause and the Employee may terminate Employee's employment by the Company for Good Cause (as defined herein) upon delivery of written notice thereof stating the effective date of such termination (the "**Termination Date**"). In such event, the Company shall be obligated to provide the Employee with the following:
- a. the Employee's full salary through to the Termination Date at the rate then in effect, reimbursement of any expenses incurred to the Termination Date, payment of any accrued but untaken vacation pay to the Termination Date and any other amounts owing to the Employee, including any Bonus amount, owing but unpaid up to the Termination Date;
 - b. an amount equal to the Employee's Bonus Percentage applied to the Employee's then current Annual Salary and pro-rated for the portion of the calendar year up to the Termination Date;
 - c. the following amount:
 - i. two (2) times the Employee's Annual Salary in effect as at the Termination Date; plus
 - ii. two (2) times the Employee's average Bonus, calculated as the average of the annual Bonus paid to the Employee for the two (2) fiscal years prior to the Termination Date, provided that if two years of Bonus have not been awarded at the time, the Target Bonus in effect at the time shall be used in lieu of missing Bonus awards,

which amounts may be paid, at the Company's option, in a lump sum within 10 business days of the Termination Date or in equal instalments on regular paydays over the two (2) years following the Termination Date, provided the Employee is not in material breach of any obligations under this Agreement;

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- d. the Company shall maintain the Benefits, other than life, disability and any other insurance coverage not available from the insurer for terminated former employees, for the Employee on the same terms as while employed until the earlier of the Employee securing comparable alternate benefits (of which the Employee must give prompt notice) or the expiry of the period for which the Employee is receiving Annual Salary under the sub-paragraph above. To the extent the Company is unable to extend any such Benefit coverage for any portion of such period after reasonable efforts to obtain same, the Company shall pay the Employee an amount sufficient to purchase comparable coverages for such time, except for disability coverage;
 - e. notwithstanding the terms of any other plan or agreement, all options previously granted by the Company to the Employee which have not vested shall be deemed to vest on the Termination Date and to remain exercisable until the earlier of their expiration date or one year from the Termination Date;

(collectively, the “**Severance**”).

The cash portions of the Severance shall be subject to all applicable withholdings required by law. If The Employee shall have the option to elect in writing to receive such portions of the cash Severance in subsequent tax years as are proportionally attributable to such subsequent tax years. In return for the cash portions of the Severance, the Employee shall execute a release of all claims arising upon such termination of employment.

4.03 The Company may at any time terminate the employment of the Employee and this Agreement for just cause that would in law permit the Company to, without notice, terminate the Employee, in which event the Employee shall not be entitled to Severance or any other notice or payment in lieu of notice.

4.04 For the purposes of this Agreement, the following shall be deemed to constitute “**Good Cause**”:

- a. a material reduction in the Employee’ s responsibilities, title or reporting;
- b. a material reduction of the Employee’ s Annual Salary, unless other executive officers are similarly treated;
- c. a material reduction in Bonus, Benefits or other perquisites, unless other executive officers are similarly treated;
- d. a change in the location of the office of the Company from which the Employee works of more than 50 kilometres from the then-current location of such office;
- e. a material reduction by the Company of the number of paid vacation days to which the Employee is entitled; or
- f. any other circumstances which would constitute a constructive dismissal at common law.

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- 4.05 Any termination by the Company pursuant to paragraphs 4.02 and 4.03 shall be communicated by written Notice of Termination. For purposes of this Agreement, a “**Notice of Termination**” shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and, in the case of a termination for just cause, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee’s employment. For purposes of this Agreement, no such purported termination shall be effective without such notice.
- 4.06 On the termination of Employee’s employment for any reason, the Employee agrees to deliver up to the Company all documents, financial statements, records, plans, drawings and papers of every nature in any way relating to the affairs of the Company or containing Confidential Information which may be in Employee’s possession or control and to delete all copies of any Company Confidential Information from any personal electronic devices.
- 4.07 The Employee shall not be required to mitigate damages in the event of failure by the Company to make any payments provided for under any paragraph of this Article by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section be reduced by any compensation earned by the Employee as the result of employment by another employer or self-employment income earned after the Termination Date or otherwise.
- 4.08 On termination of employment, any monies owed by the Employee to the Company up to the date of such termination shall then be paid by the Employee to the Company and the Company may set-off such amounts against any amounts due to the Employee.
- 4.09 In return for payment by the Company of the compensation set out above in excess of minimum amounts required under the Employment Standards Act, including the Severance, on cessation of the Employee’s employment, the Employee shall sign and deliver a release of all claims arising from such termination.

5. INTERPRETATION

- a. **Sections and Headings.** The division of this Agreement into parts, sections, subsections and paragraphs, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation hereof.
- b. **Extended Meanings.** Words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders and vice-versa.
- c. **Funds.** All dollar amounts referred to in this Agreement are in lawful money of Canada except as otherwise expressly provided.

6. SUCCESSORS OR ASSIGNS

- 6.01 The rights and obligations of the Company under this Agreement shall enure to the benefit of and be binding upon the successors or assigns of the Company.

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- 6.02 The Company will require any successor (whether direct or indirect, by purchase, amalgamation, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, which does not become party to this Agreement by operation of law, to expressly assume and agree in writing to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, except that no such agreement shall be required if such results by operation of law. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Employee to receive the Severance and for purposes of implementing the foregoing, the date of which any such succession becomes effective shall be deemed the Termination Date.
- 6.03 As used in this Agreement, “**Company**” shall mean the Company as hereinbefore defined and any successor to all or substantially all its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Article or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

7. MISCELLANEOUS

- 7.01 This Agreement and the employment of the Employee shall be governed, interpreted, construed and enforced according to the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 7.02 This Agreement shall inure to the benefit of and be enforceable by the Employee’s legal representatives, executors, administrators, successors, heirs, and legatees. If the Employee should die while any amounts are still payable to the Employee hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to such legal representatives, executors, administrators, successors, heirs and legatees or, if there be none such designated, to the Employee’s estate.
- 7.03 The Company shall pay all legal fees and expenses incurred by the Employee in contesting or disputing any termination or in seeking to obtain or enforce any right or benefit provided by this Agreement provided that the Employee is successful in any such action.
- 7.04 This Agreement represents the entire Agreement between the Employee and the Company concerning the subject matter hereof and supersedes any previous oral or written communications, representations, understandings or agreements with the Company or any officer or agent thereof. There are no other promises, agreements, representations or understanding between the parties relating to the subject matter hereof and the Employee’s employment not recorded herein. This Agreement may only be amended by the parties by an agreement in writing.
- 7.05 Any notice, acceptance or other document required or permitted hereunder shall be considered and deemed to have been duly given if delivered by hand or mailed by postage (Special Delivery) prepared and addressed to the addresses shown on the first page of this Agreement or to such other address as any party may specify in writing to the other and shall be deemed to have been received, if delivered, on the date of delivery and if mailed as aforesaid, then on the second business day following

the date of mailing thereof provided that if there shall be, at the time of mailing or within two business days thereof, a strike, slowdown or other labour dispute which might affect delivery of notice by the mails then the notice shall only be effective if actually delivered.

7.06 The waiver by the Employee or by the Company of a breach of any provision of this Agreement by the Company or by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Company or the Employee.

7.07 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Company has caused its corporate seal to be hereunto affixed by and in the presence of its duly authorized officers on their behalf and the Employee has hereunto set the Employee' s hand and seal as of the day and year first above written.

THE CORPORATE SEAL OF AURIZON)
MINES LTD. was hereunto affixed in the)
presence of:)

C/S

/s/ [Illegible])

/s/ Julie A.J. Kemp)

SIGNED, SEALED AND DELIVERED by)
THE EMPLOYEE in the presence of:)

/s/ David Hall)

Name)

2277 - 184th Street)

Address)

/s/ George Paspalas

George Paspalas

Surrey, BC U3J 9V2)

City)

Mining Executive)

Occupation)

SCHEDULE "A"

Annual Salary: \$550,000.00
Target Bonus: 100% of Annual Salary (the "**Target Bonus**")
Part Year 2011 Bonus Objectives: **To be agreed by Company and Employee shortly after Start Date**

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and effective as of the 11th day of October, 2006 (hereinafter referred to as the “Effective Date”).

BETWEEN:

AURIZON MINES LTD.
Suite 900-510 Burrard Street,
Vancouver, B.C. V6C 3A8
(hereinafter called the “Company”)

OF THE FIRST PART

AND:

Ian Walton
1468 30th Street
West Vancouver, B.C. V7V 4N8
(hereinafter called “the Employee”)

OF THE SECOND PART

WHEREAS the Company is incorporated under the laws of British Columbia and carries on business as a mining company;

AND WHEREAS the Employee is presently the Executive Vice President and Chief Financial Officer (the “Position”) of the Company and in the judgment of the Board of Directors of the Company (the “Board”) it is of material value to the Company to clarify and restate the terms of the Employee’ s employment and it is of value to the Employee that the Employee’ s responsibilities, remuneration and other benefits be determined as hereinafter provided;

AND WHEREAS the Employee has agreed to continue to serve the Company in the Position upon and subject to the terms and conditions hereinafter set forth;

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree with each other as follows:

1. EMPLOYMENT

- 1.01 The Company agrees to continue to employ the Employee and the Employee agrees to continue to serve the Company during the term hereof, on and subject to the terms and conditions herein contained.
- 1.02 The Employee’ s term of employment with the Company shall be indefinite until terminated in accordance with the provisions of this Agreement.
- 1.03 The Employee shall report to and be directly responsible to the Board and shall perform, observe and conform to such duties and instructions as from time to time are reasonably assigned or communicated to the Employee by the Board and which are reasonably consistent with the employment and status of the Employee. The

Employee shall make such reports to the Board as may be necessary to fully and properly inform the Board of the matters of business for which the Employee is responsible.

1.04 The Employee' s principal place of work is the Company' s head office in Vancouver, British Columbia.

2. COMPENSATION

2.01 The Company agrees to pay the Employee and the Employee agrees to accept, as remuneration for services hereunder, an annual base salary in the amount set out in Schedule "A" (the "Annual Salary"), payable in equal semi-monthly installments, exclusive of any other benefits referred to herein. The parties agree that the Company will review the Annual Salary on an annual basis and will make any adjustments it determines are reasonable in the sole opinion of the Board, who may take into account, among other things, the Employee' s performance in the preceding twelve (12) months. Such review will take place within 90 days following the fiscal year end of the Company and any adjustment resulting therefrom shall be effective as and from the date specified by the Board. The Annual Salary payable to the Employee hereunder shall thereafter, until the earlier of the next such determination by the Board or a further written agreement of the parties, be the Annual Salary as so adjusted, without the need for a formal amendment of this Agreement. In no case will the Annual Salary be reduced unless by mutual agreement, such agreement to be in writing. For greater certainty, the Annual Salary referred to herein shall not include any other payments such as, but not limited to, bonuses, share options, or other benefits.

2.02 The Employee shall be entitled to participate in all employee benefit programs, including, without limiting the generality of the foregoing, group life and disability insurance and medical and dental plans, in accordance with and on the same terms and conditions as are in place as at the Effective Date and such other benefits as from time to time are made generally available to other executive employees of the Company (the "Benefits"). The Employee agrees that the Company may substitute, or modify such Benefits as it may deem necessary or desirable in the interests of the Company. All insured Benefits shall be governed by the terms of any applicable policies relating thereto as may be then in force

2.03 In the event that the Employee should at any time be prevented by illness or accident from performing all of Employee' s duties and provided that Employee furnishes satisfactory evidence of such incapacity and the cause thereof, the Employee shall be eligible for short term disability benefits until such time as the Employee qualifies for long term disability benefits under the Company' s insurance plans. The Company shall arrange short and long term disability coverage which shall provide that, if disabled, the Employee shall receive 2/3 of Employee' s Annual Salary for the full period of disability up to age 65. The benefits under the short and long term disability policies are governed by the terms of the policy of insurance in force and the Company assumes no liability to provide such benefits. If the Employee shall be incapacitated for a period longer than thirty-six (36) consecutive months, the Company reserves the option to terminate the Employee' s employment and the Employee shall have no further claim whatsoever for compensation from the Company.

2.04 The Employee shall be entitled to participate in any incentive programs, including, without limiting the generality of the foregoing, share option plans, share purchase

plans, share bonus plans or financial assistance plans as may from time to time be approved by the Board. The Employee acknowledges that Employee's participation in these plans or programs will be to such extent and in such amounts as the Board in its sole discretion may decide from time to time. The Employee agrees that the Company may substitute, reduce, modify, or eliminate such plans or programs if, in the discretion of the Board, this should seem necessary or desirable in the interests of the Company. All such plans or programs shall be governed by the policies of the various regulatory bodies which have jurisdiction over the affairs of the Company.

Having regard to the foregoing, the Employee shall be entitled in each year to participate in annual cash bonus plan (the "Bonus") providing Employee with the opportunity to receive a bonus up to the per cent of the Employee's Annual Salary set out in Schedule "A" (the "Bonus Per Centage") based on the Employee's contribution, as determined by the Board, to the achievement of Company goals to be established by the Board prior to the commencement of each calendar year and the Company's performance and financial condition. The Board shall act reasonably in setting goals and assessing Bonus awards.

Any amounts to which the Employee may be entitled under any such plan or program shall not, for the purposes of this Agreement, be treated as Annual Salary.

- 2.05
- a. The Employee shall be entitled to not less than 20 business days of annual vacation, without reduction in salary, during each year of the term hereof. The Employee may carry forward up to 5 vacation days from one year to the next;
 - b. Such vacation shall be taken at such time or times as shall be convenient to the Employee and the Company; and
 - c. The Employee's vacation entitlement may be increased from time to time, but not decreased, according to the Company's prevailing policy.
- 2.06 The Company will pay, on behalf of the Employee, professional fees and dues or costs of any mandatory or professional development courses required in order to allow the Employee to remain in good standing with any professional association of which the Employee is a member as at the date hereof. In addition, the Employee shall be reimbursed by the Company for all out of pocket expenses actually, necessarily and properly incurred by Employee in the discharge of the Employee's duties for the Company. The Employee agrees that such reimbursements shall be due only after Employee has rendered an itemized expense account, together with receipts where applicable, showing all monies actually expended on behalf of the Company and such other information as may reasonably be required and requested by the Company.
- 2.07 The Company will use reasonable best efforts to maintain at its expense, on behalf of the Employee, Directors and Officers liability insurance on terms and in amount comparable to that maintained by similar-sized Canadian public companies, but in any event providing no less the US\$10 million in coverage, during the Employee's employment and for 6 years thereafter.
- 2.08 Notwithstanding the provision of any other plan or agreement, upon the announcement of any form of transaction which if completed would constitute a

Change of Control (as defined herein) and under which shares of the Company are to be exchanged or acquired, including a takeover bid, all granted share options of the Employee which have not vested shall be deemed to be fully vested and exercisable so as to permit the Employee to exercise such options and participate in the Change of Control transaction in respect of the shares thereby acquired. In the event that prior to exercise of such options by the Employee the announced transaction is withdrawn, cancelled or otherwise terminated, the original vesting provisions shall be deemed to then again apply to any unexercised portion of such options, as if the transaction had not been announced.

On completion of any other form of Change of Control, all granted share options of the Employee which have not vested shall be deemed to be fully vested and exercisable.

2.09 In this Agreement, "Change of Control" means:

- (a) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act*, British Columbia, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 20% or more of the outstanding common shares of the Company; or
- (b) the removal, by extraordinary resolution of the shareholders of the Company, of more than 50% of the then incumbent Board of the Company, or the election or appointment of a majority of directors to the Company's board who were not members or nominees of the Company's incumbent board at the time immediately preceding such election or appointment; or
- (c) consummation of a sale of all or substantially all of the assets or undertaking of the Company; or
- (d) the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (a) to (c) above.

3. DUTIES OF THE EMPLOYEE

- 3.01 The Employee shall carry out the duties referred to in Article 1 hereof, and will devote the whole of the Employee's working time, attention and energies to the business of the Company and use Employee's best efforts to advance the interests of the Company throughout the term of this Agreement.
- 3.02 Notwithstanding the foregoing, the Company acknowledges that as the date of this Agreement, the Employee is also a director of the companies described in Schedule "A" (the "Outside Companies"), if any. It is acknowledged and agreed that the Employee may continue to serve as a director or officer of the Outside Companies, during the term of this Agreement. Without the prior consent of the Board, the Employee shall not, during the term of this Agreement, directly or indirectly engage in any other employment or paid work or take any other action inconsistent with the Employee's fiduciary duty to the Company.
- 3.03 The Employee will not, at any time or in any manner during the continuance of his or her employment hereunder and thereafter, divulge any of the confidential affairs or

secrets of the Company to any person or persons, without the previous consent in writing of the Board. During the continuation of employment and thereafter, the Employee shall not use or attempt to use any confidential information which Employee may acquire in the course of the Employee's employment for the Employee's own benefit, directly or indirectly.

4. TERMINATION

- 4.01 The Employee may terminate this Agreement and Employee's employment by giving the Company at least three (3) months' written notice. The Company may waive all or part of such notice and pay compensation in lieu.
- 4.02 The Company may terminate this Agreement and the employment of the Employee without cause and the Employee may terminate this Agreement and the Employee's employment by the Company for Good Cause (as defined herein) upon delivery of written notice thereof stating the effective date of such termination (the "Termination Date"). In such event, the Company shall be obligated to provide the Employee with the following:
- i. The Employee's full salary through to the Termination Date at the rate then in effect, reimbursement of any expenses incurred to the Termination Date, payment of any accrued but untaken vacation pay to the Termination Date and any other amounts owing to the Employee, including any Bonus amount, owing but unpaid up to the Termination Date;
 - ii. an amount equal to the Employee's Bonus Per Centage applied to the Employee's then current Annual Salary and pro-rated for the portion of the calendar year up to the Termination Date.
 - iii. an amount which shall be equal to the sum of the following:
 - three (3) times the Employee's Annual Salary in effect as at the Termination Date; and
 - three (3) times the Employee's average annual Bonus, calculated as the average of the annual Bonus paid to the Employee for the three (3) fiscal years prior to the Termination Date,
 - iv. the Company shall maintain the Benefits, other than disability insurance coverage, for the Employee on the same terms as while employed until the earlier of the Employee securing comparable alternate benefits or the expiry of the period for which the Employee is receiving Annual Salary under the subparagraph above. To the extent the Company is unable to extend any such Benefit coverage for any portion of such period after reasonable efforts to obtain same, the Company shall pay the Employee an amount sufficient to purchase comparable coverages for such time.
 - v. notwithstanding the terms of any other plan or agreement, all options previously granted by the Company to the Employee which have not vested shall be deemed to vest on the Termination Date and to remain exercisable until the earlier of their expiration date or one year from the Termination Date.

(collectively, the "Severance").

The cash portions of the Severance shall be paid on the fifth business day following the Termination Date and shall be subject to all applicable withholdings required by law. The Employee shall have the option to elect in writing to receive such portions of the cash Severance in subsequent tax years as are proportionally attributable to such subsequent tax years. In return for the cash portions of the Severance, the Employee shall execute a release of all claims arising upon such termination of employment.

- 4.03 The Company may at any time terminate the employment of the Employee and this Agreement for cause that would in law permit the Company to, without notice, terminate the Employee, in which event the Employee shall not be entitled to Severance or any other payment in lieu of notice.
- 4.04 For the purposes of this Agreement, the following shall be deemed to constitute “Good Cause”:
- a. a material reduction in the Employee’s responsibilities, title or reporting;
 - b. a reduction of the Employee’s Annual Salary;
 - c. a change in the location of the office of the Company from which the Employee works of more than 50 kilometres from the then-current location of such office;
 - d. any reduction by the Company of the number of paid vacation days to which the Employee is entitled; or
 - e. any other circumstances which would constitute a constructive dismissal at common law.
- 4.05 Notwithstanding any other provision of this Agreement, within six (6) months of a Change of Control, the Employee shall have the right to resign on one month’s written notice and receive the Severance. For the purpose of this paragraph only, the definition of a Change of Control in sub-paragraph 2.09 (a) shall be deemed to refer to 50% instead of 20% of the outstanding common shares.
- 4.06 Any termination by the Company pursuant to paragraphs 4.02 and 4.03 shall be communicated by written Notice of Termination. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and, in the case of a termination for cause, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee’s employment. For purposes of this Agreement, no such purported termination shall be effective without such notice.
- 4.07 On the termination of Employee’s employment for any reason, the Employee agrees to deliver up to the Company all documents, financial statements, records, plans, drawings and papers of every nature in any way relating to the affairs of the Company which may be in Employee’s possession or control.
- 4.08 The Employee shall not be required to mitigate damages in the event of failure by the Company to make any payments provided for under any paragraph of this Article by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section be reduced by any compensation earned by the Employee as the result of employment by another employer or self-employment income earned after the Termination Date or otherwise.

4.09 On termination of employment, any monies owed by the Employee to the Company up to the date of such termination shall then be paid by the Employee to the Company.

5. INTERPRETATION

- (a) **Sections and Headings.** The division of this Agreement into parts, sections, subsections and paragraphs, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation hereof.
- (b) **Extended Meanings.** Words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders and vice-versa.
- (c) **Funds.** All dollar amounts referred to in this Agreement are in lawful money of Canada except as otherwise expressly provided.

6. SUCCESSORS OR ASSIGNS

- 6.01 The rights and obligations of the Company under this Agreement shall enure to the benefit of and be binding upon the successors or assigns of the Company.
- 6.02 The Company will require any successor (whether direct or indirect, by purchase, amalgamation, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree in writing to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, except that no such agreement shall be required if such results by operation of law. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Employee to receive the Severance and for purposes of implementing the foregoing, the date of which any such succession becomes effective shall be deemed the Termination Date.
- 6.03 As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to all or substantially all its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Article or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

7. MISCELLANEOUS

- 7.01 This Agreement and the employment of the Employee shall be governed, interpreted, construed and enforced according to the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 7.02 This Agreement shall inure to the benefit of and be enforceable by the Employee' s legal representatives, executors, administrators, successors, heirs, and legatees. If the Employee should die while any amounts are still payable to the Employee hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to such legal representatives, executors, administrators, successors, heirs, and legatees or, if there be none such designated, to the Employee' s estate.

- 7.03 The Company shall pay all legal fees and expenses incurred by the Employee in contesting or disputing any termination or in seeking to obtain or enforce any right or benefit provided by this Agreement provided that the Employee is successful in any such action.
- 7.04 This Agreement represents the entire Agreement between the Employee and the Company concerning the subject matter hereof and supersedes any previous oral or written communications, representations, understandings or agreements with the Company or any officer or agent thereof.
- 7.05 Any notice, acceptance or other document required or permitted hereunder shall be considered and deemed to have been duly given if delivered by hand or mailed by postage (Special Delivery) prepared and addressed to the addresses shown on the first page of this Agreement or to such other address as any party may specify in writing to the other and shall be deemed to have been received, if delivered, on the date of delivery and if mailed as aforesaid, then on the second business day following the date of mailing thereof provided that if there shall be, at the time of mailing or within two business days thereof, a strike, slowdown or other labour dispute which might affect delivery of notice by the mails then the notice shall only be effective if actually delivered.
- 7.06 The waiver by the Employee or by the Company of a breach of any provision of this Agreement by the Company or by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Company or the Employee.
- 7.07 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Company has caused its corporate seal to be hereunto affixed by and in the presence of its duly authorized officers on their behalf and the Employee has hereunto set the Employee' s hand and seal as of the day and year first above written.

THE CORPORATE SEAL OF)
AURIZON MINES LTD. was)
 hereunto affixed in the presence of:)

/s/ [Illegible]) C/S
 _____)

/s/ [Illegible])
 _____)

SIGNED, SEALED AND DELIVERED)
 by **THE EMPLOYEE** in the presence)
 of:)

/s/ Julie A.J. Kemp)
 _____)

Name) /s/ Ian Walton
 _____)

145 Panorama Place) **Ian Walton**
 _____)

Address)
 _____)

Lions Bay, B.C)
 _____)

City)
 _____)

Corporate Secretary)
 _____)

Occupation)
 _____)

i. SCHEDULE "A"

Annual Salary: \$173,000.00

Bonus Per Centage: 30%

Outside Companies:

Canadian Small Cap Resource Fund 2004 Management Ltd.

Canadian Small Cap Resource Fund 2005 Management Ltd.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and executed as of the 12th day of October, 2009 (hereinafter referred to as the “Effective Date”).

BETWEEN:

AURIZON MINES LTD.
Suite 3120, 666 Burrard Street,
Vancouver, B.C. V6C 2X8
(hereinafter called the “Company”)

OF THE FIRST PART

AND:

MARTIN BERGERON
210 du Boise
St-Ferreol-lesNeiges, Quebec G0A 3R0
(hereinafter called “the Employee”)

OF THE SECOND PART

WHEREAS the Company is incorporated under the laws of British Columbia and carries on business as a mining company;

AND WHEREAS the Company wishes to employ the Employee in the position of Vice President Operations, subject to the approval of the Board of Directors, (the “Position”) of the Company;

AND WHEREAS the Employee has agreed to serve the Company in the Position upon and subject to the terms and conditions hereinafter set forth;

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree with each other as follows:

1. EMPLOYMENT

- 1.01 The Company agrees to employ the Employee and the Employee agrees to serve the Company during the term hereof, on and subject to the terms and conditions herein contained.
- 1.02 The Employee’s term of employment with the Company commenced on the Effective Date and shall be indefinite until terminated in accordance with the provisions of this Agreement unless terminated sooner in accordance with the provisions of this Agreement.
- 1.03 The Employee shall report to and be directly responsible to the Chief Executive Officer (the “C.E.O.”) and shall perform, observe and conform to such duties and instructions as from time to time are reasonably assigned or communicated to the Employee by the C.E.O. and which are reasonably consistent with the employment and status of the Employee. The Employee shall make such reports to the C.E.O. as

may be necessary to fully and properly inform the C.E.O. of the matters of business for which the Employee is responsible.

1.04 The Employee's principal place of work is the Company's office in Val d' Or, Quebec.

2. COMPENSATION AND BENEFITS

- 2.01 The Company agrees to pay the Employee and the Employee agrees to accept, as remuneration for services hereunder, an annual base salary in the amount of CAD \$205,000 (the "Annual Salary"), payable in equal semi-monthly installments, exclusive of any other benefits referred to herein. The parties agree that the Company will review the Annual Salary on an annual basis and will make any adjustments it determines are reasonable in the sole opinion of the C.E.O. who may take into account, among other things, the Employee's performance in the preceding twelve (12) months. Such review will take place within 90 days following the fiscal year end of the Company and any adjustment resulting therefrom shall be effective as and from the date specified by the C.E.O. The Annual Salary payable to the Employee hereunder shall thereafter, until the earlier of the next such determination by the C.E.O. or a further written agreement of the parties, be the Annual Salary as so adjusted, without the need for a formal amendment of this Agreement. In no case will the Annual Salary be reduced unless by mutual agreement, such agreement to be in writing. For greater certainty, the Annual Salary referred to herein shall not include any other payments such as, but not limited to, bonuses, share options, or other benefits.
- 2.02 The Employee shall be entitled to participate in all employee benefit programs, including, without limiting the generality of the foregoing, group life and disability insurance and medical and dental plans, in accordance with and on the same terms and conditions as are in place as at the Effective Date and such other benefits as from time to time are made generally available to other executive employees of the Company (the "Benefits"). The Employee agrees that the Company may substitute, or modify such Benefits as it may deem necessary or desirable in the interests of the Company. All insured Benefits shall be governed by the terms of any applicable policies relating thereto as may be then in force.
- 2.03 In the event that the Employee should at any time be prevented by illness or accident from performing all of Employee's duties and provided that Employee furnishes satisfactory evidence of such incapacity and the cause thereof, the Employee may be eligible for short and/or long term disability benefits, subject to the terms of the Company's policy of insurance. The benefits under the short and long term disability policies are governed by the terms of the policy of insurance in force and the Company assumes no liability to provide such benefits. If the Employee shall be incapacitated for a period longer than twelve (12) months, the Company reserves the option to terminate the Employee's employment and the Employee shall have no further claim whatsoever for compensation from the Company.
- 2.04 The Employee shall be entitled to participate in any incentive programs, including, without limiting the generality of the foregoing, share option plans, share purchase plans, share bonus plans or financial assistance plans as may from time to time be approved by the Board. The Employee acknowledges that Employee's participation in these plans or programs will be to such extent and in such amounts as the Board in its sole discretion may decide from time to time. The Employee agrees that the

Company may substitute, reduce, modify, or eliminate such plans or programs if, in the discretion of the Board, this should seem necessary or desirable in the interests of the Company. All such plans or programs shall be governed by the policies of the various regulatory bodies which have jurisdiction over the affairs of the Company.

Having regard to the foregoing, the Employee shall be entitled in each year to participate in annual cash bonus plan (the "Bonus") providing Employee with the opportunity to receive a bonus up to 40 percent of the Employee's Annual Salary (the "Bonus Percentage") based on the Employee's contribution, as determined by the C.E.O. and the Board, to the achievement of Company goals and the Company's performance and financial condition. The C.E.O. and the Board shall act reasonably in assessing Bonus awards.

Any amounts to which the Employee may be entitled under any such plan or program shall not, for the purposes of this Agreement, be treated as Annual Salary.

- 2.05 (a) The Employee shall be entitled to not less than 20 business days of annual vacation, without reduction in salary, during each year of the term hereof. The Employee may carry forward up to 5 vacation days from one year to the next;
- (b) Such vacation shall be taken at such time or times as shall be convenient to the Employee and the Company; and
- (c) The Employee's vacation entitlement may be increased from time to time, but not decreased, according to the Company's prevailing policy.
- 2.06 The Employee shall be reimbursed by the Company for all out of pocket expenses actually, necessarily and properly incurred by Employee in the discharge of the Employee's duties for the Company. The Employee agrees that such reimbursements shall be due only after Employee has rendered an itemized expense account, together with receipts where applicable, showing all monies actually expended on behalf of the Company and such other information as may reasonably be required and requested by the Company.
- 2.07 The Company will pay, on behalf of the Employee, professional fees and dues or costs of any mandatory or professional development courses required in order to allow the Employee to remain in good standing with any professional association of which the Employee is a member as at the date hereof. In addition, the Employee shall be reimbursed by the Company for all out of pocket expenses actually, necessarily and properly incurred by Employee in the discharge of the Employee's duties for the Company. The Employee agrees that such reimbursements shall be due only after Employee has rendered an itemized expense account, together with receipts where applicable, showing all monies actually expended on behalf of the Company and such other information as may reasonably be required and requested by the Company.
- 2.08 Notwithstanding the provision of any other plan or agreement, upon the announcement of any form of transaction which if completed would constitute a Change of Control (as defined herein) and under which shares of the Company are to be exchanged or acquired, including a takeover bid, all granted share options of the Employee which have not vested shall be deemed to be fully vested and exercisable so as to permit the Employee to exercise such options and participate in the Change

of Control transaction in respect of the shares thereby acquired. In the event that prior to exercise of such options by the Employee the announced transaction is withdrawn, cancelled or otherwise terminated, the original vesting provisions shall be deemed to then again apply to any unexercised portion of such options, as if the transaction had not been announced.

On completion of any other form of Change of Control, all granted share options of the Employee which have not vested shall be deemed to be fully vested and exercisable.

2.09 In this Agreement, "Change of Control" means:

- (a) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act*, British Columbia, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 20% or more of the outstanding common shares of the Company; or
- (b) the removal, by extraordinary resolution of the shareholders of the Company, of more than 50% of the then incumbent Board of the Company, or the election or appointment of a majority of directors to the Company's board who were not members or nominees of the Company's incumbent board at the time immediately preceding such election or appointment; or
- (c) consummation of a sale of all or substantially all of the assets or undertaking of the Company; or
- (d) the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (a) to (c) above.

3. DUTIES OF THE EMPLOYEE

- 3.01 The Employee shall carry out the duties referred to in Article 1 hereof, and will devote the whole of the Employee's working time, attention and energies to the business of the Company and use Employee's best efforts to advance the interests of the Company throughout the term of this Agreement.
- 3.02 Without the prior consent of the C.E.O., the Employee shall not, during the term of this Agreement, directly or indirectly engage in any other employment or paid work or take any other action inconsistent with the Employee's duties to the Company.
- 3.03 The Employee will not, at any time or in any manner during the continuance of his employment hereunder and thereafter, divulge any of the confidential affairs or secrets of the Company to any person or persons, without the previous consent in writing of the Board. During the continuation of employment and thereafter, the Employee shall not use or attempt to use any confidential information which Employee may acquire in the course of the Employee's employment for the Employee's own benefit, directly or indirectly.

4. TERMINATION

- 4.01 The Employee may terminate this Agreement and Employee' s employment by giving the Company at least three (3) months' written notice. The Company may waive all or part of such notice and pay compensation in lieu.
- 4.02 The Company may terminate this Agreement and the employment of the Employee without cause and the Employee may terminate this Agreement and the Employee' s employment by the Company for Good Cause (as defined herein) upon delivery of written notice thereof stating the effective date of such termination (the "Termination Date"). In such event, the Company shall be obligated to provide the Employee with the following:
- i. The Employee' s full salary through to the Termination Date at the rate then in effect, reimbursement of any expenses incurred to the Termination Date, payment of any accrued but untaken vacation pay to the Termination Date and any other amounts owing to the Employee, including any Bonus amount, owing but unpaid up to the Termination Date;
 - ii. An amount which shall be equal to the sum of the following:
 - one year of the Employee' s Annual Salary in effect as at the Termination Date;
 - one additional month' s salary for each year of the Employee' s service with the Company or part thereof since October 12, 2009 (the "Service Years"); and
 - the Employee' s average annual bonus, calculated as the average of the total annual Bonuses paid to the Employee for the three (3) fiscal years prior to the Termination Date, divided by twelve (12) and then multiplied by the Service Years.subject to a maximum total amount of three (3) times the Employee' s then current Annual Salary or such greater amount as may be determined by the Company' s Executive Compensation Committee from time to time.
 - iii. the Company shall maintain the Benefits, other than disability insurance coverage, for the Employee on the same terms as while employed until the earlier of the Employee obtaining new employment or the expiry of the period for which the Employee is receiving Annual Salary under the sub-paragraph above. To the extent the Company is unable to extend any such Benefit coverage for any portion of such period after reasonable efforts to obtain same, the Company shall pay the Employee an amount sufficient to purchase comparable coverages for such time.
 - iv. notwithstanding the terms of any other plan or agreement, all options previously granted by the Company to the Employee which have not vested shall be deemed to vest on the Termination Date and to remain exercisable until the earlier of their expiration date or one year from the Termination Date.

(collectively, the "Severance").

The cash portions of the Severance shall be paid on the fifth business day following the Termination Date and shall be subject to all applicable withholdings required by law. The Employee shall have the option to elect in writing to receive such portions of the cash Severance in subsequent tax years as are proportionally attributable to such subsequent tax years. In return for the cash portions of the Severance, the Employee shall execute a release of all claims arising upon such termination of employment.

- 4.03 The Company may at any time terminate the employment of the Employee and this Agreement for cause that would in law permit the Company to, without notice, terminate the Employee, in which event the Employee shall not be entitled to Severance or any other payment in lieu of notice.
- 4.04 For the purposes of this Agreement, the following shall be deemed to constitute “Good Cause”:
- a. a material reduction in the Employee’s responsibilities, title or reporting;
 - b. a reduction of the Employee’s Annual Salary;
 - c. any reduction by the Company of the number of paid vacation days to which the Employee is entitled; or
 - d. any other circumstances which would constitute a constructive dismissal at common law.
- 4.05 Any termination by the Company pursuant to paragraphs 4.02 and 4.03 shall be communicated by written Notice of Termination. For purposes of this Agreement, a “Notice of Termination” shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and, in the case of a termination for cause, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee’s employment. For purposes of this Agreement, no such purported termination shall be effective without such notice.
- 4.06 On termination of the Employee’s employment for any reason, the Employee agrees to deliver up to the Company all documents, financial statements, records, plans, drawings and papers of every nature in any way relating to the affairs of the Company which may be in Employee’s possession or control.
- 4.07 The Employee shall not be required to mitigate damages in the event of failure by the Company to make any payments provided for under any paragraph of this Article by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section be reduced by any compensation earned by the Employee as the result of employment by another employer or self-employment income earned after the Termination Date or otherwise.
- 4.08 On termination of employment, any monies owed by the Employee to the Company up to the date of such termination shall then be paid by the Employee to the Company.

5. INTERPRETATION

- (a) **Sections and Headings.** The division of this Agreement into parts, sections, subsections and paragraphs, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation hereof.
- (b) **Extended Meanings.** Words importing the singular number include the plural and vice-versa; words importing the masculine gender include the feminine and neuter genders and vice-versa.
- (c) **Funds.** All dollar amounts referred to in this Agreement are in lawful money of Canada except as otherwise expressly provided.

6. SUCCESSORS OR ASSIGNS

- 6.01 The rights and obligations of the Company under this Agreement shall enure to the benefit of and be binding upon the successors or assigns of the Company.
- 6.02 As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to all or substantially all its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Article or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

7. MISCELLANEOUS

- 7.01 This Agreement and the employment of the Employee shall be governed, interpreted, construed and enforced according to the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 7.02 This Agreement shall inure to the benefit of and be enforceable by the Employee's legal representatives, executors, administrators, successors, heirs, and legatees. If the Employee should die while any amounts are still payable to the Employee hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to such legal representatives, executors, administrators, successors, heirs, and legatees or, if there be none such designated, to the Employee's estate.
- 7.03 This Agreement represents the entire Agreement between the Employee and the Company concerning the subject matter hereof and supersedes any previous oral or written communications, representations, understandings or agreements with the Company or any officer or agent thereof.
- 7.04 Any notice, acceptance or other document required or permitted hereunder shall be considered and deemed to have been duly given if delivered by hand or mailed by postage (Special Delivery) prepared and addressed to the addresses shown on the first page of this Agreement or to such other address as any party may specify in writing to the other and shall be deemed to have been received, if delivered, on the date of delivery and if mailed as aforesaid, then on the second business day following the date of mailing thereof provided that if there shall be, at the time of mailing or within two business days thereof, a strike, slowdown or other labour dispute which might affect delivery of notice by the mails then the notice shall only be effective if actually delivered.

7.05 The waiver by the Employee or by the Company of a breach of any provision of this Agreement by the Company or by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Company or the Employee.

7.06 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Company has caused its corporate seal to be hereunto affixed by and in the presence of its duly authorized officers on their behalf and the Employee has hereunto set the Employee' s hand and seal as of the day and year first above written.

THE CORPORATE SEAL OF)
AURIZON MINES LTD. was)
hereunto affixed in the presence of:)

C/S

_____)
/s/ [illegible])

_____)
/s/ Julie A.S. Kemp)

SIGNED, SEALED AND DELIVERED)
by **MARTIN BERGERON** in the presence)
of:)

_____)
/s/ Danielle Morin)

_____)
Name)

/s/ Martin Bergeron

_____)
Danielle Morin)

MARTIN BERGERON

_____)
Address)

_____)
101 Lemy Val D' or)

_____)
City)

_____)
Dir Services ADM)

_____)
Occupation)

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT MADE AS OF THE 12TH DAY OF DECEMBER, 2012

BETWEEN:

AURIZON MINES LTD.

Suite 1120, 925 West George Street,
Vancouver, B.C. V6C 3L2

(hereinafter called the "Company")

OF THE FIRST PART

AND:

MARTIN BERGERON

C.P. 487, 1010 - 3rd Avenue East
Val-d' Or, Quebec J9P 4P5, Quebec

(hereinafter called "the Employee")

OF THE SECOND PART

WHEREAS:

A. The Company and the Employee have an existing Employment Agreement made and executed as of the 12th of October, 2009 and attached to this Amendment No. 1 as Schedule "A" (the Agreement"); AND

B. The Company wishes to amend and supplement certain provisions of the Agreement as herein set forth.

NOW THEREFORE THIS AMENDMENT NO. 1 WITNESSES that in consideration of the premises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree with each other as follows:

1.1 Definitions and Interpretation

Terms having a capitalized first letter and not otherwise defined in this Amendment No. 1 and the recitals hereto shall have the meanings ascribed to them in the Agreement. The Agreement, as amended by this Amendment No. 1, shall continue in force and effect.

1.2 Amendments to Agreement

The Agreement is amended as follows:

(a) Section 4.02(ii) is deleted in its entirety and replaced with the following:

"4.02(ii) An amount which shall be equal to the sum of the following:

two (2) times the Employee's Annual Salary in effect as at the Termination Date; and

two (2) times the Employee's average annual bonus, calculated as the average of the total annual Bonuses paid to the Employee for the three (3) fiscal years prior to the Termination Date.

(b) Section 7.03 "This Agreement represents the entire Agreement" is amended to include this Amendment No. 1.

1.3 Language

The parties have expressly requested that this Amendment No. 1 be drafted in the English language. *Les parties ont expressément exigé que la présente convention soit rédigée en langue anglaise.*

IN WITNESS WHEREOF the Company has caused its corporate seal to be hereunto affixed by and in the presence of its duly authorized officers on their behalf and the Employee has hereunto set the Employee's hand and seal as of the day and year first above written.

THE CORPORATE SEAL OF)
AURIZON MINES LTD. was)
hereunto affixed in the presence of:)

C/S

)
)
)
)
)
)
/s/ [illegible])
)
/s/ [illegible])
)

SIGNED, SEALED AND DELIVERED)
by **MARTIN BERGERON** in the presence)
of:)
/s/ Christian Bourcier)
Name)
Christian Bourcier)
Address)
1633 Lawlis)
City)
Val D' or, QC)
Occupation)
Mine Manager)

/s/ Martin Bergeron
MARTIN BERGERON

AURIZON MINES LIMITED
DEFERRED SHARE UNIT PLAN
Effective as of March 14, 2012

Aurizon Mines Limited

Deferred Share Unit Plan for Non-Executive Directors

1. Purpose.

The purpose of the Plan is to advance the interests of the Corporation through the attraction, retention and motivation of Directors and to strengthen the alignment of interests between the Directors and the shareholders of the Corporation by linking a portion of annual director compensation to the future value of the Shares.

2. Definitions.

As used in the Plan, the following terms have the following meanings:

- (a) “Additional DSU Grant” has the meaning set out in Section 6(b).
- (b) “Affiliate” means a corporation that is related to the Corporation, within the meaning of the *Income Tax Act* (Canada).
- (c) “Annual DSU Grant” has the meaning set out in Section 6(a).
- (d) “Board” means the board of directors of the Corporation.
- (e) “Business Day” means any day, other than a Saturday or a Sunday, on which the TSX is open for trading.
- (f) “Canadian Participant” means a Director who is not a U.S. Participant.
- (g) “Committee” means the Compensation and Human Resources Committee of the Board, or any other committee appointed by the Board to administer the Plan.
- (h) “Corporation” means Aurizon Mines Limited and includes any successor thereto.
- (i) “Deferred Share Unit” means a bookkeeping entry, equivalent in value to one (1) Share, credited to the account of a Participant in accordance with the provisions hereof.
- (j) “Director” means a member of the Board who is not an Executive.
- (k) “DSU Agreement” means a participation and election agreement, in the form attached hereto as Schedule A or such other form as is acceptable to the Committee, signed by the Participant.
- (l) “Effective Date” means the effective date of the Plan set out in Section 3.

-
- (m) “Executive” means a member of executive management or other management personnel of the Corporation or an Affiliate.
 - (n) “Fair Market Value” at any date in respect of the Shares means the closing price of such Shares on the TSX on the immediately preceding Business Day. In the event that the Shares did not trade on the immediately preceding Business Day, Fair Market Value means the average of the bid and ask prices in respect of such Shares at the close of trading on the immediately preceding Business Day. In the event that the Shares are not listed and posted for trading on any stock exchange, Fair Market Value means the fair market value of the Shares as reasonably determined by the Board, in its sole discretion.
 - (o) “Participant” means a Canadian Participant or a U.S. Participant.
 - (p) “Plan” means this Deferred Share Unit Plan, as the same may from time to time be amended.
 - (q) “Plan Year” means a calendar year.
 - (r) “Redemption Date” has the meaning set out in Section 9(a) in respect of a Canadian Participant, and the meaning set out in Section 9(b) in respect of a U.S. Participant.
 - (s) “Section 409A” means section 409A of the United States *Internal Revenue Code of 1986*, as amended, and all regulations thereunder and rulings related thereto.
 - (t) “Separation Date” means the date on which a Separation from Service occurs.
 - (u) “Separation from Service” means, in accordance with Section 409A, when a U.S. Participant ceases to provide services to the Corporation or an Affiliate due to death, retirement or other termination of employment or service with the Corporation or its Affiliate such that it is reasonably anticipated that no further services will be performed.
 - (v) “Share” means a common share of the Corporation or any other share or security into which such Share may be changed, reclassified, subdivided, consolidated or converted.
 - (w) “Specified Participant” means a U.S. Participant who, as of the date of the Participant’s Separation from Service, is a key employee of the Corporation or an Affiliate within the meaning of Section 409A.
 - (x) “Termination Date” means, for a Canadian Participant, the earliest date on which a Participant ceases for any reason to be a member of the Board, and is not an employee of the Corporation or an Affiliate and, for a U.S. Participant, his or her Separation Date.

-
- (y) "TSX" means the Toronto Stock Exchange or, if the Shares are at the relevant time not listed on the Toronto Stock Exchange, such other stock exchange on which the Shares are then principally listed or quoted.
- (z) "U.S. Participant" means a Director who is subject to taxation under the United States *Internal Revenue Code of 1986*, as amended.

Words denoting the singular number will include the plural and vice versa, and words denoting the masculine will include the feminine.

3. Effective Date.

The Plan shall be effective as of March 14, 2012.

4. Participation in the Plan.

Each Director shall participate in the Plan for each Plan Year during which he or she is a member of the Board, through receipt of a Deferred Share Unit grant. Notwithstanding the foregoing, where such participation could create adverse tax consequences for a particular Director in a given jurisdiction, that Director will have the option not to participate in the Plan.

5. Administration.

The Plan will be administered by the Committee. The Committee is authorized to interpret, construe and administer the Plan, to determine the form and content of the DSU Agreements (the terms and conditions of which need not be identical in every case), to establish, amend and rescind any rules and regulations relating to the Plan (including, without limitation, jurisdiction-specific rules or regulations to address tax or other requirements particular to that jurisdiction) and to make any other determinations and perform all other acts that it deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable. Any decision of the Committee in the interpretation, construction and administration of the Plan will lie within its sole and absolute discretion and will be final, conclusive and binding on all parties concerned for all purposes.

Notwithstanding the foregoing, all actions of the Committee will be such that the Plan continuously meets the conditions of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada), or any successor provision thereto, in respect of Canadian Participants, and of Section 409A or any successor provision thereto, in respect of U.S. Participants.

Neither the Committee nor any member thereof, nor any officer or employee of the Corporation, will be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Committee and the officers and employees of the Corporation will be entitled to indemnification by the Corporation in respect of any claim, loss, damage or expense (including legal fees and disbursements) arising therefrom to the fullest extent permitted by law. The expenses of administering the Plan will be borne by the Corporation.

6. Amount and Vesting of Grant.

(a) Annual DSU Grant

For each Plan Year in which he or she is a Participant, each Director will receive a grant of Deferred Share Units (the “Annual DSU Grant”) in an amount and on the date determined by the Board for that Plan Year. For greater certainty, the amount determined for a particular Plan Year may be zero. If the grant is specified by dollar value, the number of Deferred Share Units to be credited to each Participant’s account will be determined by dividing the dollar amount to be paid to him by the Fair Market Value of the Shares on the date of grant, and rounding the result to the nearest whole number. All such Deferred Share Units will be fully vested when credited to the Participant’s account.

(b) Additional DSU Grant

For each Plan Year in which he or she is a Participant, each Director may elect to receive a further grant of Deferred Share Units (the “Additional DSU Grant”) in an amount equal to the percentage specified by such Director of his or her annual cash retainer fee for Board service (but not any other Board-related fees) for that Plan Year.

Such election will be made by delivery of a DSU Agreement to the Corporate Secretary of the Corporation prior to the commencement of the calendar year to which it applies, except with respect to the calendar year in which an individual becomes a Participant (so long as he or she has never previously been eligible to participate in any similar equity compensation plan sponsored by the Corporation), in which case he or she may make the election within the first 30 days of becoming eligible to participate in the Plan, but solely with respect to the portion of the retainer not earned before the date such election is made. Any such election will be irrevocable during the calendar year to which it applies.

The Additional DSU Grant will be credited to the Participant’s account in quarterly installments on the final business day of each quarter during the Plan Year. The number of Deferred Share Units to be credited on each such day will be determined by dividing the dollar amount to be paid to the Participant for that quarter by the Fair Market Value of the Shares on such day, and rounding the result to the nearest whole number. All such Deferred Share Units will be fully vested when credited to the Participant’s account.

7. Dividend Equivalents.

In the event that a cash dividend is declared and paid by the Corporation on the Shares, Participants will be credited with additional Deferred Share Units in respect of the Deferred Share Units already credited to their respective accounts. The number of such additional Deferred Share Units to be credited to each Participant’s account will be determined by dividing the total amount of the dividends that would have been paid to the Participant if the Deferred Share Units in the Participant’s account on the dividend record date had been

outstanding Shares (and the Participant held no other Shares), by the Fair Market Value of the Shares on the dividend payment date, and rounding the result to the nearest whole number. However, no Deferred Share Units will be credited to a Participant' s account in respect of dividends paid on Shares where the dividend record date falls after the Participant' s Termination Date.

8. Adjustments and Reorganizations.

In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than normal cash dividends) of Corporation assets to shareholders or any other change affecting the Shares, such adjustments as are required to reflect such change will be made with respect to the number of Deferred Share Units outstanding under the Plan.

9. Settlement of Deferred Share Units.

(a) Canadian Participants

A Canadian Participant may elect a date on which all of the Deferred Share Units credited to his or her account shall be redeemed (a "Redemption Date") by delivering to the Corporate Secretary of the Corporation, at any time prior to his or her Termination Date, an irrevocable written redemption election in the form of Schedule B hereto, or such other form as the Committee may prescribe or accept. The Redemption Date must be at least 30 days after the Participant' s Termination Date, but no later than December 15 of the first calendar year commencing after the Participant' s Termination Date. In the absence of such an election, the Corporation shall determine that Participant' s Redemption Date, which shall be within 90 days after his or her Termination Date.

(b) U.S. Participants

A U.S. Participant may elect a date on which all of the Deferred Share Units credited to his or her account in respect of a calendar year shall be redeemed (a "Redemption Date") by delivering to the Corporate Secretary of the Corporation an irrevocable written redemption election in the form of Schedule C hereto, or such other form as the Committee may prescribe or accept. The Redemption Date must be at least 30 days after the Participant' s Termination Date, but no later than December 15 of the first calendar year commencing after the Participant' s Termination Date. Such election must be made prior to the commencement of the calendar year in which the Participant will receive the Deferred Share Unit grant, except with respect to the calendar year in which an individual becomes a U.S. Participant (so long as he or she has never previously been eligible to participate in any similar equity compensation plan sponsored by the Corporation), in which case he or she may make the election within the first 30 days of becoming eligible to participate in the Plan, but solely with respect to any Deferred Share Units not yet earned or granted before the date such election is made. In the absence of such an election, the Corporation shall determine the applicable Redemption Date, which shall be within 90 days after the U.S. Participant' s Termination Date.

(c) Payment on Redemption

On the Redemption Date of a Participant to whom Deferred Share Units have been granted under the Plan, the Corporation will pay to the Participant or his or her legal representative a lump sum cash payment, net of any applicable withholdings, equal to the number of Deferred Share Units credited to his account as of the Termination Date, multiplied by the Fair Market Value of one (1) Share on his or her Termination Date.

In accordance with Section 409A, and notwithstanding the foregoing, if a U.S. Participant is a Specified Participant on the Separation Date, payment in respect of the Deferred Share Units credited to his or her account will be made in a lump sum on the first Business Day of the seventh month following his Separation Date (or, if earlier, the date of death of such Specified Participant), solely to the extent required by Section 409A.

10. Transferability of Deferred Share Units.

The rights and interests of a Participant in respect of the Deferred Share Units held in such Participant's account will not be transferable or assignable other than by will or the laws of succession to the legal representative of the Participant or, subject to applicable law, to a dependant or relation (as that term is used in paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada)), including, without limitation, a spouse of the Participant.

11. Withholding of Taxes.

A U.S. Participant (or in the event of the Participant's death, the administrator or executor of the Participant's estate) will pay to the Corporation, or make arrangements satisfactory to the Corporation regarding payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the settlement of the Deferred Share Units.

Any provision of the Plan to the contrary notwithstanding, if the U.S. Participant does not satisfy his obligations under this Section 11, the Corporation will to the extent permitted by law, have the right to deduct from any payments made under the Plan, regardless of the form of payment, any federal, state or local taxes of any kind required by law to be withheld with respect to the settlement of the Deferred Share Units.

12. No Right to Continued Service.

Neither participation in the Plan nor any action under the Plan will be construed to give any Director a right to be retained as a member of the Board.

13. Unfunded Plan.

The Plan will be unfunded. The Corporation's obligations hereunder will constitute general, unsecured obligations, payable solely out of its general assets, and no Participant or other person will have any right to any specific assets of the Corporation. The Corporation will not segregate any assets for the purpose of funding its obligations with respect to Deferred Share Units credited hereunder. Neither the Corporation nor the Committee will be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan. No liability or

obligation of the Corporation pursuant to the Plan will be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation.

14. No Rights to Shares or Future Grants.

No Participant or other person will have any claim or right to be issued Shares on account of Deferred Share Units credited to the account of such Participant pursuant to the Plan, and under no circumstances will Deferred Share Units entitle a Participant to exercise any voting rights or other rights attaching to the ownership of Shares. No grant of Deferred Share Units will create any right to any future such grants.

15. No Guarantee.

No amount will be paid to or in respect of a Participant under the Plan to compensate for any downward fluctuation in the value of the Shares, nor will any other form of benefit be conferred upon or in respect of the Participant for such purpose.

16. Successors and Assigns.

The Plan will be binding on all successors and assigns of the Corporation and a Participant, including, without limitation, the estate of such Participant, and the executor, liquidator, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

17. Plan Amendment.

The Board may, in its sole discretion and without the consent of any Participant, amend the Plan at any time; provided, however, that no amendment will reduce the number of Deferred Share Units credited to any Participant prior to such amendment. No amendment will be effective until all applicable approvals, if any, of regulatory authorities and stock exchanges have been obtained. Notwithstanding the foregoing, all actions of the Board will be such that the Plan and any payments made thereunder continuously meet the conditions of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada), or any successor provision thereto, in respect of Canadian Participants, and are intended to comply with Section 409A, or any successor provision thereto, in respect of U.S. Participants.

18. Plan Termination.

The Board may, in its sole discretion and without the consent of any Participant, terminate the Plan at any time by giving written notice thereof to each Participant who is a participant hereunder. Following termination of the Plan, additional Deferred Share Units will not be credited to the accounts of Participants. Notwithstanding termination of the Plan, all amounts distributable under the Plan will be paid to the persons entitled thereto on the dates on which distributions would have been made had the Plan not been terminated. Notwithstanding the foregoing, all actions of the Board will be such that the Plan and any payments made thereunder continuously meet the conditions of paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada), or any successor provision thereto, in respect of Canadian

Participants, and are intended to comply with Section 409A, or any successor provision thereto, in respect of U.S. Participants.

19. Conflicts.

In the event of any conflict between the provisions of the Plan and a DSU Agreement, the provisions of the Plan will govern. If any provision of the Plan or any agreement entered into pursuant to the Plan, including any DSU Agreement, contravenes any law or any order, by-law regulation or policy of any regulatory body or stock exchange having authority over the Corporation or the Plan, then such provision will be deemed to be amended at the time of the occurrence of such contravention to the extent required to bring such provision into compliance therewith. The Plan and a DSU Agreement entered into pursuant to the Plan set out the entire agreement between the Corporation and the Participant relative to the subject matter hereof and supersede all prior agreements, undertakings and understandings, whether oral or written.

20. Section 409A.

It is intended that any payment or benefit provided under the Plan to U.S. Participants will not be subject to additional tax or interest under Section 409A. The Plan provisions applicable to such Participants will be construed in favour of complying with any applicable requirements of Section 409A as necessary to prevent the imposition of tax under that section. Notwithstanding Section 17 of the Plan the Corporation has the power and authority, without any Participant's consent, to amend the Plan in its sole discretion (retroactively, if necessary) to comply with Section 409A, including amendment to enable the Participant to prevent imposition of, or to reduce the amount of, any Section 409A tax. Neither the Corporation nor any Affiliate has: (i) an obligation to bring any potential Section 409A tax to the attention of the U.S. Participant; or (ii) any liability for any Section 409A tax or any other reporting or withholding obligation to the U.S. Participant. Each U.S. Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such Participant in connection with the Plan or any other plan maintained by the Corporation (including any taxes and penalties under Section 409A), and neither the Corporation nor any Affiliate shall have any obligation to indemnify or otherwise hold such Participant (or any beneficiary) harmless from any or all of such taxes or penalties.

21. Governing Law.

The validity, construction and effect of the Plan and any actions taken or relating to the Plan will be governed by the laws of British Columbia and the federal laws of Canada applicable therein.

SCHEDULE "A"

Aurizon Mines Limited (the "Corporation")

Deferred Share Unit Plan

Participation and Election Agreement

Part A: General

I hereby acknowledge that:

1. I have received and reviewed a copy of the Deferred Share Unit Plan of Aurizon Mines Limited (the "Plan") and agree to be bound by its terms.
2. The value of a Deferred Share Unit is based on the trading price of a Share and is thus not guaranteed. The eventual value of a Deferred Share Unit on the applicable redemption date may be higher or lower than the value of the Deferred Share Unit at the time it was allocated to my account in the Plan.
3. I will be liable for income tax when Deferred Share Units are redeemed in accordance with the Plan. Any cash payments made pursuant to the Plan shall be net of applicable withholding taxes (including, without limitation, applicable source deductions). **I understand that the Corporation is making no representation to me regarding taxes applicable to me under this Plan and I will confirm the tax treatment with my own tax advisor.**
4. No funds will be set aside to guarantee the redemption of Deferred Share Units under the Plan. Future payments pursuant to the Plan are an unfunded liability on the books of the Corporation. Any rights I may have under the Plan by virtue of a grant of Deferred Share Units shall have no greater priority than the rights of an unsecured creditor.
5. I acknowledge and agree (and shall be deemed to have so acknowledged and agreed by participating in the Plan) that I shall, at all times, act in strict compliance with the Plan and all applicable laws, including, without limitation, applicable securities laws, regulations and rules.
6. I agree to provide the Corporation with all information (including personal information) required to administer and operate the Plan and I hereby consent to the collection and use of all such information by the Corporation and the Committee.
7. All capitalized terms used but not defined herein have the meanings attributed to them in the Plan.

Part B: Annual Retainer

1. I hereby irrevocably elect to have my annual cash retainer fee for Board service (“Annual Retainer”) for the remaining months of the calendar year in which the Plan becomes effective, or in which I am first elected or appointed to the Board of Directors, as applicable, payable as follows:

A. _____% in Deferred Share Units; and

B. _____% in cash.

The total amount of A and B must equal 100%. You must elect in increments of 10% under A and B.

2. I hereby irrevocably elect to have my Annual Retainer for the 20 _____ calendar year payable as follows:

A. _____% in Deferred Share Units; and

B. _____% in cash.

The total amount of A and B must equal 100%. You must elect in increments of 10% under A and B.

Participant Signature

Participant Name (please print)

Date

SCHEDULE "B"

**Aurizon Mines Limited
(the "Corporation")**

Deferred Share Unit Plan (the "Plan")

Redemption Date Election

Pursuant to Section 9(a) of the Plan, I hereby irrevocably elect to have the Deferred Share Units credited to my account under the Plan redeemed on:

- A. _____ days following my Termination Date; or
B. _____ of the first calendar year commencing after my Termination Date.

[Redemption Date (i) must be at least 30 days after the Participant's Termination Date and (ii) cannot be later than December 15 of the first calendar year commencing after the Participant's Termination Date.]

I understand and direct that any lump sum payment in cash owing to me pursuant to the terms of the Plan, less applicable withholding taxes, will be forwarded to me by registered mail at the following address in the form of a cheque from the Corporation.

Participant Signature

Participant Name (please print)

Participant Address

Date

Unless otherwise defined herein, all capitalized terms used in this Redemption Date Election have the meanings attributed to them in the Plan.

SCHEDULE "C"

**Aurizon Mines Limited
(the "Corporation")**

Deferred Share Unit Plan (the "Plan")

Redemption Date Election for U.S. Participants

Pursuant to Section 9(b) of the Plan, I hereby irrevocably elect to have the Deferred Share Units credited to my account under the Plan in respect of the calendar year _____redeemed on:

- A. _____days following my Termination Date; or
B. _____of the first calendar year commencing after my Termination Date.

[Redemption Date (i) must be at least 30 days after the Participant's Termination Date and (ii) cannot be later than December 15 of the first calendar year commencing after the Participant's Termination Date.]

I understand and direct that any lump sum payment in cash owing to me pursuant to the terms of the Plan, less applicable withholding taxes, will be forwarded to me by registered mail at the following address in the form of a cheque from the Corporation.

Participant Signature

Participant Name (please print)

Participant Address

Date

Unless otherwise defined herein, all capitalized terms used in this Redemption Date Election have the meanings attributed to them in the Plan.

AURIZON MINES LIMITED
RESTRICTED SHARE UNIT PLAN

Effective as of August 8, 2012

As Amended by Directors' Resolutions dated December 12, 2012

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1. ESTABLISHMENT OF THE PLAN

1.1 Purpose

Aurizon Mines Limited (the "Corporation") established the Restricted Share Unit Plan (the "Plan") effective August 8, 2012. The purpose of the Plan is to advance the interests of the Corporation through the attraction, retention and motivation of employees and to strengthen the alignment of interests between the employees and the shareholders of the Corporation by linking a portion of annual employee compensation to the future value of the Shares.

1.2 Funding

The Plan will be unfunded. The Corporation's obligations hereunder will constitute general, unsecured obligations, payable solely out of its general assets, and no Participant or other person will have any right to any specific assets of the Corporation. Neither the Corporation nor the Committee will be deemed to be a trustee of any amounts to be distributed or paid pursuant to the Plan, and no liability or obligation of the Corporation pursuant to the Plan will be deemed to be secured by any pledge of, or encumbrance on, any property of the Corporation.

1.3 Governance

(a) Chief Executive Officer

The CEO will, at his or her discretion, recommend to the Committee for approval:

- (1) the designation of employees of the Corporation or its Subsidiaries as Participants, and
- (2) all award allocations under the Plan,

and will report to the Committee all award payments under the Plan.

(b) The Committee

The Committee will grant final approval establishing and adopting the Plan and will approve or determine:

- (1) the designation of employees of the Corporation or its Subsidiaries as Participants, and
- (2) all award allocations under the Plan.

The Committee will also have the authority to alter, amend, replace or revoke the Plan. RSUs already allocated to individual RSU Accounts will not be diminished

or retracted except as expressly set forth in the Plan but may be replaced with contingent compensation which is as at the time of replacement of at least equal value. The Committee will also have the discretion to make exceptions to the terms of the Plan on an individual or group basis. No change or exception to the terms of the Plan will be made retroactively if it would prejudice the existing rights of a Participant under the Plan.

(c) Interpretation

The Committee will interpret the terms of the Plan and its determinations will be final.

2. DEFINITIONS

As used in the Plan, the following terms have the following meanings:

- (a) “**Allocation Year**” means the Fiscal Year in which a particular RSU Allocation occurs.
- (b) “**Beneficiary**” means the person last designated by the Participant pursuant to Section 6.1 (Beneficiary Designation) to receive payments under the Plan upon the Participant’s death.
- (c) “**Business Day**” means any day, other than a Saturday or a Sunday, on which the TSX is open for trading.
- (d) “**CEO**” means the Chief Executive Officer of the Corporation.
- (e) “**Change of Control**” means the occurrence of any of the following events:
 - (1) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the *Securities Act* (British Columbia), of Shares which, when added to all other Shares at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 20% or more of the outstanding Shares;
 - (2) the removal, by extraordinary resolution of the shareholders of the Corporation, of more than 50% of the then incumbent Board of Directors of the Corporation, or the election or appointment of a majority of directors to the Corporation’s Board who were not members or nominees of the Corporation’s incumbent Board at the time immediately preceding such election or appointment;
 - (3) the consummation of a sale of all or substantially all of the assets or undertaking of the Corporation; or

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- (4) the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (1) to (3) above.

Notwithstanding the foregoing, paragraph (1) above will not be triggered where such acquisition is made by:

- (i) a person whose ordinary business (the “**Investment Manager**”) includes the management or administration of investment funds or mutual funds for other persons and the Shares are held by the Investment Manager in the ordinary course of such business in the performance of its duties for the account of any other person;
- (ii) a person (the “**Statutory Body**”) that is established by statute for purposes that include, and the ordinary business or activity of such person includes, the management of investment funds for employee benefit plans, pension plans, insurance plans, or various public bodies and the Statutory Body holds the Shares in the ordinary course of and for the purposes of its activities as such; or
- (iii) a person (the “**Plan Administrator**”) that is the administrator or the trustee of one or more pension funds or plans registered under the laws of Canada or the United States of America or any province or state thereof (each, a “**Plan**”) or is a Plan and the Shares are held by it in the ordinary course of and for the purposes of its activities as such;

provided, however, that in any of the foregoing cases, the Investment Manager, the Statutory Body, the Plan Administrator or the Plan, as the case may be, did not acquire and does not beneficially own or hold the Shares for the purpose of or with the effect of changing or influencing the control of the Corporation, either alone or acting jointly or in concert with any other person, or in connection with or as a participant in any transaction having that purpose or effect; and is not making and has not announced an intention to make a Take Over Bid, alone or by acting jointly or in concert with any other person, other than by means of ordinary market transactions in respect of the Shares executed through the facilities of the TSX.

- (f) “**Committee**” means the Board of Directors of the Corporation or, if the Board of Directors so determines, a committee of the Board of Directors authorized to administer the Plan.
- (g) “**Continuing Entity**” means any entity that is a successor to the Corporation resulting from any reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale, business combination, or similar transactions or series of integrated transactions involving the Corporation, its Subsidiaries or its shareholders.

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- (h) “**Corporation**” means Aurizon Mines Limited and any successor thereto.
- (i) “**Disability**” means, in respect of a Participant, a Disability as defined in the Employment Agreement or, in the absence of such a definition, means the inability of the Participant substantially to perform the duties and responsibilities of the Participant’s employment as a result of illness or injury, as determined by the Corporation in its discretion.
- (j) “**Employment Agreement**” means, in respect of a Participant, the written agreement, if any, made between the Participant and the Corporation or its Subsidiary that governs the employment of the Participant.
- (k) “**Fair Market Value**” at any date in respect of the Shares means the closing price of the Shares on the TSX on the immediately preceding Business Day. In the event that the Shares did not trade on the immediately preceding Business Day, Fair Market Value means the closing price of the Shares on the TSX on the last Business Day on which the Shares traded. In the event that the Shares are not listed and posted for trading on any stock exchange, Fair Market Value means the fair market value of the Shares as reasonably determined by the Committee, in its sole discretion.
- (l) “**Fiscal Year**” means January 1 to December 31, or such other fiscal year as the Corporation may adopt from time to time.
- (m) “**Income Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder as from time to time amended, varied or re-enacted.
- (n) “**Just Cause**” means just cause to terminate the employment of the Participant pursuant to the Employment Agreement or at common law.
- (o) “**Participant**” means an employee of the Corporation (including a director of the Corporation who is a salaried employee) or its Subsidiaries whose participation in the Plan is approved by the Committee and to whom RSUs are allocated under the Plan.
- (p) “**Plan**” means this Restricted Share Unit Plan, as altered, amended or restated from time to time.
- (q) “**Publicly Traded Entity**” means any corporation, partnership, limited partnership or trust the common shares of which are listed on a North American stock exchange.
- (r) “**RSU**” means a restricted share unit allocated to a Participant pursuant to Section 4.2 (RSU Allocations) or credited to a Participant pursuant to Section 4.4 (RSU Dividends).

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- (s) “**RSU Account**” means the account established by the Corporation in respect of a Participant pursuant to Section 4.1 (RSU Accounts) to which RSU Allocations and RSU Dividends are recorded.
- (t) “**RSU Allocations**” means the RSUs referred to in Section 4.2 (RSU Allocations) applied to and recorded in RSU Accounts for Participants.
- (u) “**RSU Dividends**” means the RSUs referred to in Section 4.4 (RSU Dividends) applied to and recorded in RSU Accounts for Participants.
- (v) “**Share**” means a common share of the Corporation or any other share or security into which such Share may be changed, reclassified, subdivided, consolidated or converted.
- (w) “**Subsidiary**” means any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*, as such provision is from time to time amended, varied or re-enacted) of the Corporation and includes any joint venture, partnership or limited partnership which is, directly or indirectly, controlled by the Corporation.
- (x) “**Take Over Bid**” means a take over bid that is a formal bid, both as defined in the *Securities Act* (British Columbia), as such provisions are from time to time amended, varied or re-enacted.
- (y) “**TSX**” means the Toronto Stock Exchange or, if the Shares are at the relevant time not listed on the Toronto Stock Exchange, such other stock exchange on which the Shares are then principally listed or quoted.
- (z) “**Valuation Date**” means the date upon which a Participant’s RSUs are valued, being the earliest of the date:
- (1) on which the Participant’s RSUs vest pursuant to Section 5.1 (Vesting of Benefits);
 - (2) of the Participant’s termination of employment without cause, resignation, or death, whichever occurs first;
 - (3) on which the Corporation terminates the employment of the Participant as a result of Disability; and
 - (4) the Plan is terminated in accordance with Section 6.3 (Termination).
- (aa) “**Volume-Weighted Value**” means the volume-weighted average trading price per Share on the TSX during the five (5) Business Day period ending on the relevant Valuation Date. In the event that the Shares are not listed and posted

for trading on any stock exchange, Volume-Weighted Value means the fair market value of the Shares as reasonably determined by the Committee, in its sole discretion.

Section headings are for convenience only and will not be considered as part of the terms and provisions of the Plan. Words in the singular will include words in the plural and vice versa, unless qualified by context.

3. ELIGIBILITY

3.1 Eligibility

The CEO may, in his or her discretion, recommend to the Committee from time to time employees who should be Participants. The Committee will approve or determine the Participants. The effective date for commencement of participation in the Plan by a Participant will be the date determined by the Committee.

3.2 Continuation of Participation

Each Participant will continue to participate in the Plan for as long as the Participant remains entitled to benefits hereunder, but the Committee may determine that a person should no longer participate in the Plan on a prospective basis.

4. RESTRICTED SHARE UNIT ACCOUNTS

4.1 RSU Accounts

The Corporation will establish a RSU Account for each Participant in order to record the RSU Allocations and RSU Dividends credited thereto pursuant to Sections 4.2 and 4.4 respectively. Until a Participant receives a RSU Allocation, the Participant will not be entitled to any payment, compensation or benefit of any kind under this Plan.

4.2 RSU Allocations

Where recommended by the CEO and approved or determined by the Committee, the Corporation will allocate RSUs to the RSU Account for each Participant on a date determined by the Committee.

4.3 Number of RSUs

The number of RSUs each Participant may be allocated from time to time will be determined by the Committee in its discretion. For greater certainty, the amount determined for a particular Allocation Year may be zero. If the grant is specified by dollar value, the number of RSUs to be credited to each Participant's RSU Account will be determined by dividing the dollar amount to be paid to him or her by the Fair Market

Value of the Shares on the date of grant, and rounding the result to the nearest whole number.

4.4 RSU Dividends

In the event that a cash dividend is declared and paid by the Corporation on the Shares, Participants will be credited with RSU Dividends in respect of the RSUs already credited to their respective accounts. The number of such RSU Dividends to be credited to each Participant's account will be determined by dividing the total amount of the dividends that would have been paid to the Participant if the RSUs in the Participant's account on the dividend record date had been outstanding Shares (and the Participant held no other Shares), by the Fair Market Value of the Shares on the dividend payment date, and rounding the result to the nearest whole number. No RSU Dividends will be credited to a Participant's account in respect of dividends paid on Shares where the dividend record date falls after the Valuation Date for the corresponding RSUs.

5. PAYMENT OF BENEFITS

5.1 Vesting of Benefits

Subject to Sections 5.2 to 5.7 inclusive and subject to other or different terms approved by the Committee at the time of the allocation or at any time thereafter, a Participant will become vested in those RSUs allocated to him or her as to one-third (as near as practicable) on each of the first, second and third anniversary of the date of grant.

At the time it approves the allocation of RSUs to a Participant's RSU Account, the Committee in its discretion may impose, in respect of a particular grant, vesting criteria based on performance measures, which criteria will be set out specifically in a letter from the Corporation to the Participant at that time.

5.2 Vesting of RSU Dividends

RSU Dividends will vest at the same time as the RSUs in respect of which they are allocated to a Participant's RSU Account.

5.3 Determinations on a Change of Control

In the event of the occurrence of a Change of Control, the Committee may in its discretion take one or more of the following actions:

- (a) arrange for or otherwise provide that the obligations of the Corporation under the Plan will be assumed, or a substantially similar plan will be substituted, by a Continuing Entity or by the offeror under a Take Over Bid, or by the parent or any subsidiary of that Continuing Entity or offeror, provided that the Continuing Entity, offeror, parent or subsidiary assuming the obligations under the Plan or substituting a plan is a Publicly Traded Entity and the securities which are used

for the calculation of the Fair Market Value and the Volume-Weighted Value under such plan are listed and trading on a North American stock exchange;

- (b) arrange or otherwise provide for the payment of cash or other consideration or compensation to Participants in exchange for the satisfaction or purchase and cancellation of outstanding RSUs and determine the date of payment; or
- (c) make such other modifications, adjustments or amendments to outstanding RSUs or the Plan as the Committee deems necessary or appropriate.

5.4 Payment of Benefits

Subject to Sections 5.5 to 5.7 inclusive, the Corporation will pay to a Participant or his or her legal representative a lump sum cash payment, net of any applicable withholdings, equal to the number of RSUs allocated or credited to the Participant's RSU Account, multiplied by the Volume-Weighted Value of one Share on the relevant Valuation Date, within 30 days after the date that those RSUs have vested to the Participant in accordance with Section 5.1 above, and in any event not later than December 31 of the year that is three years after the date of grant.

Despite the preceding paragraph, in respect of an RSU Allocation that vests in allotments over time, a Participant may ask that payment of the vested RSUs in his or her RSU Account be deferred, provided that in no event shall the deferral period exceed the maximum deferral period permitted under the Income Tax Act, as determined by the Corporation. The request to defer must be made prior to the date the RSUs vest, must be made in respect of all of the RSUs that vest at that time, and must be made in a form and in accordance with timing determined by the Committee.

Except as provided in Sections 5.5 to 5.7 inclusive, if a Participant elects and is permitted to defer receipt of payment of any RSUs in his or her RSU Account, the deferred RSUs will be paid to the Participant as if they had vested on the next vesting date for RSUs allocated in the same Allocation Year, and the value of the deferred vested RSUs will be the number of deferred vested RSUs held by the Participant multiplied by the Volume-Weighted Value of one Share as at that next vesting date.

Despite any provision in the Plan to the contrary, in no event will RSUs be paid later than December 31 of the year that is three years after the date of grant.

5.5 Payment of Benefits on Termination of Employment

- (a) Voluntary Termination of Employment

Subject to sections 5.5(b)(1) and 5.5(b)(2), if a Participant voluntarily terminates his or her employment with the Corporation or its Subsidiaries, any unvested RSUs in the Participant's RSU Account as of the earlier of the date that:

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- (1) notice of termination is provided by the Participant to the Corporation or its Subsidiaries; and
 - (2) the Participant would have been required to give notice of termination under the Employment Agreement in order to properly effect a termination on the date of termination,

are immediately forfeited, but any vested RSUs in the Participant's RSU Account will be paid to the Participant within 60 days following the date of termination of employment. The value of the vested but unpaid RSUs will be as determined by Section 5.4.

(b) Involuntary Termination of Employment

(1) Just Cause

If a Participant is terminated from employment by the Corporation or its Subsidiaries for Just Cause or if Just Cause exists and the Participant terminates employment with the Corporation or its Subsidiaries, all vested and unvested RSUs in the Participant's RSU Account are forfeited immediately upon the date of termination and no benefits are payable under the Plan.

(2) Not For Cause Following a Change of Control

If, within six months following a Change of Control, a Participant is terminated from employment by the Corporation or its Subsidiaries without Just Cause, or a Participant terminates employment with the Corporation or its Subsidiaries for "Good Cause" pursuant to a right contained in his or her Employment Agreement, the Participant will be entitled to all of the vested and unvested RSUs in his or her RSU Account as of the date of termination, which will be paid within 60 days following the date of termination.

The value of the unvested and vested but unpaid RSUs will be as determined by Section 5.4.

(3) Not For Cause

If, at any other time, a Participant is terminated from employment by the Corporation or its Subsidiaries without Just Cause, the Participant will be entitled to all of the vested RSUs in his or her RSU Account, which will be paid within 60 days following the date of termination, but all unvested RSUs are forfeited on the date of termination.

The value of the vested but unpaid RSUs will be as determined by Section 5.4.

5.6 Payment of Benefits Upon Disability

Upon a Participant's termination as a result of Disability, the Participant will be entitled to all of the vested and unvested RSUs in his or her RSU Account as of the date the Corporation or its Subsidiary terminates the employment of the Participant, which will be paid within 60 days after the termination date.

The value of the unvested and vested but unpaid RSUs will be as determined by Section 5.4.

5.7 Payment of Benefits Upon Death

Upon a Participant's death, the Participant or his or her Beneficiary will be entitled to all of the vested and unvested RSUs in his or her RSU Account, which will be paid within 60 days after the date of death.

The value of the unvested and vested but unpaid RSUs will be as determined by Section 5.4.

5.8 General

For purposes of the Plan, a Participant's date of termination of employment will be the Participant's last day of active service with the Corporation or its Subsidiaries, or in the case of a termination as a result of Disability will be the date the Corporation or its Subsidiary advises the Participant is the termination date. The date of termination will precede any actual or notional notice period or any period used to calculate any severance payment or termination compensation unless and only to the extent that the Participant was providing active service during that period. Despite any term of the Employment Agreement, the Participant will not be entitled to any compensation for or in lieu of any entitlement under this Plan as part of any severance payment or termination compensation that may be owing to the Participant under the Employment Agreement.

The Corporation will not be responsible or liable to any Participant for any decline in the value of any RSUs under the Plan that occurs either prior to the Valuation Date or between the Valuation Date and the date the Participant receives payment. Effective the date that a Participant or Beneficiary receives payment of RSUs or the date of forfeiture of RSUs, the Corporation will deduct from the RSU Account of the Participant a number of RSUs equal to the RSUs paid or forfeited.

6. GENERAL PROVISIONS

6.1 Beneficiary Designation

A Participant may designate a Beneficiary to receive RSU payments that become payable under the Plan pursuant to Section 5.7 (Payment of Benefits Upon Death) in the event of a Participant's death. A Participant may elect to alter or revoke such designation at any time in writing provided to the Corporation, subject to any applicable legislation.

6.2 No Guarantee of Employment

The existence of the Plan is in no way to be construed as a guarantee of continued employment for any Participant, or of entitlement to any future Plan awards, benefits or payments.

6.3 Amendment or Termination

Subject to the limitations in section 1.3(b), the Corporation reserves the right, at any time and from time to time at its discretion, to amend the terms of the Plan or to terminate the Plan in its entirety. In the event of a termination of the Plan, all amounts, including RSU Dividends, credited to a RSU Account will be paid out by the Corporation to the Participant less all applicable withholding taxes as soon as reasonably possible after the date of termination of the Plan based on the Volume-Weighted Value of the Shares, and Participants will accrue no further rights or benefits under the Plan.

6.4 Transferability of RSUs

The rights and interests of a Participant in respect of the RSUs held in such Participant's RSU Account will not be transferable or assignable other than by will or the laws of succession to the legal representative of the Participant or, subject to applicable law, to a dependant or relation (as that term is used in paragraph 6801(d) of the Regulations under the *Income Tax Act* (Canada)), including, without limitation, a spouse of the Participant.

6.5 Withholdings

The Corporation will withhold from any benefits payable under the Plan all federal and provincial taxes and other deductions as required by applicable legislation and is not required to gross-up the amount of benefits payable under the Plan in order to account for any taxes or other obligations. The Participant will be responsible for all income tax and other obligations arising from the terms and conditions of the Plan.

6.6 Governing Law

The Plan will be governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

6.7 Severability

In the event that any provision of the Plan is determined to be void or unenforceable in whole or in part, it will not be deemed to affect or impair the validity of any other provision of the Plan.

6.8 Currency

The monetary amounts hereunder will be in Canadian currency.

6.9 Release of Liability

In the event of a claim or demand for additional tax or statutory remittances, deductions or obligations with respect to payments under the Plan, the Participant will indemnify and save harmless the Corporation from any and all such claims or demands and will immediately remit such additional amounts as may be determined to be due and provide the Corporation with evidence that he or she has done so.

6.10 Successors and Assigns

The Corporation may assign this Plan at any time and the Plan will inure to the benefit of the Corporation and its successors and assigns.

AURIZON MINES LTD.
AMENDED AND RESTATED
STOCK OPTION PLAN (10% Rolling)

ARTICLE ONE
DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions: For purposes of the Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) “Black-Out Period” means a period during which trading in securities of the Corporation is prohibited pursuant to the policies of the Corporation;
- (b) “Change of Control” means the occurrence of any of the following events:
 - (i) a transaction or series of transactions whereby, directly or indirectly, a person or any person and such person’s Joint Actors becomes or become the beneficial owner of more than 20% of the voting shares of the Corporation;
 - (ii) the amalgamation or consolidation of the Corporation with, or merger of the Corporation into, any other person; or
 - (iii) the election or appointment of a majority of directors to the Corporation’s board who were not members or nominees of the Corporation’s incumbent board at the time immediately preceding such election or appointment.
- (c) “Committee” shall mean the Directors or, if the Directors so determine, a committee of the Directors authorized pursuant to Section 2.03 to administer the Plan;
- (d) “Common Shares” shall mean the common shares of the Corporation, as adjusted in accordance with the provisions of Article Seven of the Plan;
- (e) “Corporation” shall mean Aurizon Mines Ltd., a corporation existing under the *British Columbia Business Corporations Act*;
- (f) “Directors” shall mean the directors of the Corporation from time to time;

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- (g) “Eligible Employees” shall mean employees, including officers, whether Directors or not, and including both full-time and part-time employees, of the Corporation or any subsidiary of the Corporation who, by the nature of their positions or jobs are, in the opinion of the Committee, in a position to contribute to the success of the Corporation;
 - (h) “Employment Contract” means any contract between the Corporation or any subsidiary of the Corporation and any Eligible Employee or other Participant relating to, or entered into in connection with, the employment of the Eligible Employee or the engagement of the other Participant;
 - (i) “Eligible Insiders” shall mean the Insiders of the Corporation or of any subsidiary of the Corporation;
 - (j) “Insider” means an “insider” as defined in the Securities Act;
 - (k) “Joint Actor” means a person acting “jointly or in concert with” another person as that phrase is interpreted in section 96 of the Securities Act;
 - (l) “MI 62-104” means Multilateral Instrument 62-104, *Take-Over Bids and Issuer Bids*, of the Canadian Securities Administrators as the same may be amended from time to time;
 - (m) “NI 45-106” means National Instrument 45-106, *Prospectus and Registration Exemptions*, of the Canadian Securities Administrators;
 - (n) “non-executive Director” means a Director who is not employed by and is not an officer of the Corporation;
 - (o) “Option” means an option granted pursuant to or governed by this Plan to purchase a Common Share, subject to adjustment as provided in the Plan;
 - (p) “Optionee” means a Participant to whom an Option has been granted and such Participant’s heirs, executors administrators and Permitted Assigns;
 - (q) “Option Period” has the meaning ascribed to that term in Section 4.04;
 - (r) “Participant” shall mean an Eligible Insider, Eligible Employee or Service Provider;
 - (s) “Permitted Assign” means for a Participant, a holding entity (as defined in Section 2.2 of NI 45-106) or an RRSP, TFSA, or RRIF of that person subject to approval by the Committee;
 - (t) “Plan” shall mean this stock option plan, as amended from time to time in accordance with the terms hereof;

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- (u) “shareholder approval” means a majority of the votes validly cast by shareholders present in person or represented by proxy and entitled to vote at a meeting of the shareholders of the Corporation;
 - (v) “Securities Act” means the British Columbia *Securities Act*, R.S.B.C. 1996, c.418, as amended from time to time;
 - (w) “Security-Based Compensation Arrangement” has the meaning ascribed thereto in the TSX Company Manual;
 - (x) “Service Provider” shall mean any person or corporation, other than an Employee or Director that is engaged under written contract to provide services for the Corporation or for any entity controlled by the Corporation for an initial, renewable or extended period of twelve months or more;
 - (y) “TSX” shall mean The Toronto Stock Exchange;
 - (z) “TSX Insider” shall mean:
 - (i) an Insider of the Corporation, other than a person who is an Insider of the Corporation solely by virtue of being a director or senior officer of a subsidiary of the Corporation and who does not receive or have access to information regarding “material facts” or “material changes” concerning the Corporation and its subsidiaries before such information is generally disclosed; and
 - (ii) an associate or affiliate of any person who is an Insider of the Corporation within the meaning of paragraph (i) of this definition.
 - (aa) “Vested” means an Option or part thereof that has become exercisable in accordance with the terms of this Plan and any applicable option agreement.

Section 1.02 Securities Definitions: In the Plan, the terms “affiliate”, “associate”, and “insider”, “material fact” and “material change” shall have the meanings given to such terms in the *Securities Act* (British Columbia) and the term “subsidiary” shall have the meaning given to it in the *Business Corporations Act* (British Columbia).

Section 1.03 Headings: The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

Section 1.04 Context, Construction: Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

Section 1.05 References to the Plan: The words “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.

Section 1.06 Canadian Funds: Unless otherwise specifically provided, all references to dollar amounts in the Plan are references to lawful money of Canada.

ARTICLE TWO
PURPOSE AND ADMINISTRATION OF THE PLAN

Section 2.01 Purpose of the Plan: The Plan provides for the grant of Options to Participants for the purpose of advancing the interests of the Corporation through the motivation, attraction and retention of key employees, directors, officers and service providers to the Corporation and subsidiaries of the Corporation and to secure for the Corporation and the shareholders of the Corporation the benefits typically associated with the ownership of Common Shares by such persons, it being generally recognized that stock option plans aid in attracting, retaining and encouraging employees, directors, officers and service providers by giving them the opportunity to acquire a proprietary interest in the Corporation.

Section 2.02 Administration of the Plan. The Plan shall be administered by the Committee and the Committee shall have full authority to administer the Plan including the authority to appoint an agent to assist in the administration of the Plan, the authority to interpret and construe any provision of the Plan and the authority to adopt, amend and rescind such rules and regulations for administering the Plan as the Committee may deem necessary in order to comply with the requirements of the Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation. No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with the Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made. The appropriate officers of the Corporation are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of the Plan and of the rules and regulations established for administering the Plan. All costs incurred in connection with administering the Plan shall be for the account of the Corporation.

Section 2.03 Delegation to Committee: All of the powers exercisable hereunder by the Directors may, to the extent permitted by applicable law and as determined by resolution of the Directors, be exercised by a committee of the Directors.

Section 2.04 Record Keeping: The Corporation shall maintain, or shall cause to be maintained, a register in which shall be recorded:

- (a) the name and address of each Optionee;
- (b) the number of Common Shares subject to Options granted to each Optionee; and
- (c) the aggregate number of Common Shares subject to Options.

Section 2.05 Previously Granted Options: There are outstanding options to purchase an aggregate of **9,247,850** Common Shares granted by the Corporation to Participants pursuant to pre-existing stock option plans. Options which are outstanding under such pre-existing stock option plans shall continue to be exercisable and shall be governed by and be subject to this Plan except to the extent that the terms of this Plan are more restrictive than the terms of the pre-existing stock option plan or

agreement under which such Options were granted, in which case the applicable pre-existing stock option plan shall govern.

ARTICLE THREE
ELIGIBILITY AND PARTICIPATION
IN THE PLAN AND GRANT OF OPTIONS

Section 3.01 Eligibility: Options shall be granted only to Participants.

Section 3.02 Determination of Option Recipients: The Committee shall from time to time determine the Participants to whom Options shall be granted, the number of Common Shares to be made subject to and the expiry date of each Option granted to a Participant and the other terms of each Option granted to each Participant, provided that such determinations shall be made in accordance with the terms and conditions of the Plan. The Committee may take into consideration the present and potential contribution of and the services rendered by the particular Participant to the success of the Corporation and any other factors which the Committee deems appropriate and relevant. Each Option granted to a Participant shall be evidenced by either a stock option agreement or a notation in a software system made available to the Optionee, in either case containing terms and conditions not inconsistent with the provisions of the Plan, which terms and conditions need not be the same in each case.

ARTICLE FOUR
NUMBER OF COMMON SHARES SUBJECT TO THE
PLAN, EXERCISE PRICE AND TERM OF OPTIONS

Section 4.01 Plan Maximum: The maximum aggregate number of Common Shares issuable pursuant to Options granted under or governed by this Plan or any other stock option plan of the Corporation and outstanding from time to time shall not exceed that number which represents 10% of the total number of Common Shares outstanding from time to time, subject to adjustment in accordance with Article Seven of the Plan. In addition, the maximum number of Common Shares:

- (a) reserved for issue pursuant to Options granted under this Plan or under any other Security-Based Compensation Arrangement of the Corporation to Participants who are TSX Insiders shall not exceed 10% of the number of Common Shares outstanding; and
- (b) issued pursuant to the exercise of Options or awards granted under this Plan or under any other Security-Based Compensation Arrangement of the Corporation to Participants who are TSX Insiders within a one-year period shall not exceed 10% of the number of Common Shares outstanding; and
- (c) reserved for issue pursuant to Options granted to any one non-executive Director within a one year period shall not exceed the lesser of 1% of the number of Common Shares outstanding on the date of grant of an Option, and \$100,000 in value, calculated using a generally accepted valuation methodology.

For purposes of this Section 4.01 the 'number of Common Shares outstanding' shall mean the number of Common Shares outstanding on a non-diluted basis at the applicable time. Any entitlement to acquire Common Shares granted pursuant to this Plan or otherwise prior to the holder becoming an Insider shall be excluded for the purpose of the limits set out above. If Options are

exercised, or are surrendered, terminate or expire without being exercised in whole or in part, the Common Shares which were the subject of such Options may again be made subject to an Option.

Section 4.02 New Appointment Exception: Notwithstanding Section 4.01(c) and Section 4.05, at the discretion of the Directors up to a maximum of 250,000 fully vested options may be granted upon the initial election or appointment of a Director.

Section 4.03 Exercise Price: The price per share at which any Common Share which is the subject of an Option may be purchased shall be determined by the Committee at the time the Option is granted, provided that, subject to adjustment as provided herein, such price shall be not less than: a) the closing price of the Common Shares of the Corporation on the TSX on the trading day immediately preceding the date of grant of the Option or, if there was no trade of the Corporation's Common Shares on such date, on the last day on which there was a trade, or b) if the Common Shares are not then listed on the TSX, the closing price of the Common Shares on the most senior of any other exchange on which the Common Shares are then traded on the trading day immediately preceding the date of grant of the Option or if there was no trade of the Corporation's shares on such exchange on that date, on the last date on which there was a trade, immediately preceding the date of grant of such Option.

Section 4.04 Term of Options: The term of an Option (the "**Option Period**") shall commence on the date of grant and shall expire on the earlier of the date determined by the Committee at the time of grant and the date that is the fifth (5th) anniversary of the date of grant; provided however that if the expiry date falls during or within 5 trading days following a Black-Out Period, the expiry date of the Option shall be the date that is 10 trading days following the end of such Black-Out Period and the Option Period shall be automatically adjusted so that it ends on such date.

Section 4.05 Vesting: Without restricting the authority of the Committee to otherwise determine the terms of Options granted under this Plan, Options shall vest in stages over a period of not less than three (3) years, with one-quarter of the number granted vesting on the date of grant and an additional one-quarter vesting on each anniversary of the date of grant, until fully vested; provided however that vesting of Options granted to Service Providers engaged for a term of less than three (3) years may vest in different stages and over a shorter period of time pursuant to a vesting schedule determined by the Committee. Notwithstanding the foregoing, the Committee shall be entitled to specify that vesting shall occur over a longer period or at different stages and/or in different instalment amounts during such three (3) year period and the Committee shall have the discretion to determine the circumstances in which vesting of Options may be accelerated.

ARTICLE FIVE EXERCISE OF OPTIONS

Section 5.01 Exercise of Options:

(a) Exercisable: Subject to Article Six, Options which are not subject to vesting or which have Vested may be exercised by the Optionee in whole at any time, or in part from time to time, during the Option Period.

(b) Exercise for Common Shares: An Option that is eligible for exercise may be exercised by delivery to the Corporation through its duly appointed agent, of a notice of exercise addressed to the Corporation specifying the number of Options being exercised, together with payment of the aggregate exercise price of such Options. No Optionee or legal representative,

legatee or distributee of any Optionee will be, or will be deemed to be, a holder of any Common Shares with respect to which such Optionee was granted an Option, unless and until Common Shares are issued to such Optionee, or person, under the terms of the Plan.

(c) Delivery of Common Shares: Subject to Section 10.05, upon the valid exercise of Options for Common Shares, including receipt by the Corporation of payment therefor, the Corporation shall as soon as practicable issue and deliver the Common Shares purchased by such exercise.

(d) Cashless Exercise: An Option that is eligible for exercise may be exercised in exchange for cash by the delivery to the Corporation, through its duly appointed agent, of a notice of cashless exercise addressed to the Corporation specifying the number of Options to be exercised for cash. An Optionee who elects the cashless exercise of Options is deemed to have assigned to Canaccord Genuity Corp., or such other broker as the Corporation may appoint to facilitate the cashless exercise of Options, such Optionee's right to receive Common Shares and releases the Corporation from any further obligation to issue Common Shares to such Optionee in respect of such Options exercised in exchange for cash.

Section 5.02 Withholding Taxes: The Corporation or any subsidiary of the Corporation, directly or through a duly appointed agent, may take such steps as are considered necessary or appropriate for the withholding of any taxes which the Corporation or any subsidiary of the Corporation is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Option including, without limiting the generality of the foregoing, the withholding of all or any portion of any payment or the withholding of the issue of Common Shares to be issued upon the exercise of any Option until such time as the Optionee has paid the Corporation or any subsidiary of the Corporation for any amount which the Corporation or subsidiary of the Corporation is required to withhold with respect to such taxes.

ARTICLE SIX EFFECT OF DEATH AND TERMINATION OF EMPLOYMENT

Section 6.01 Effect of Death: If a Participant shall die while an Optionee, any Option held by such Optionee at the date of death shall, unless otherwise provided in an Employment Contract in respect of such Optionee, be exercisable only by the person or persons to whom the rights of the Optionee under the Option shall pass by the will of the Optionee or the laws of descent and distribution until the earlier of one year after the date of death of the Optionee and the expiry date of the Option.

Section 6.02 Effect of Ceasing to be a Participant:

- (a) If an Optionee shall cease to be a Participant for cause, no Option held by such Optionee, whether Vested or not, shall be exercisable following the date on which such Optionee ceases to be a Participant.
- (b) If an Optionee, other than a non-executive Director, ceases to be a Participant for any reason other than for cause or by virtue of death, any Option held by such Optionee at such time shall remain exercisable in accordance with its terms, for a period of 90 days after the date on which such Optionee ceases to be a Participant or the expiration of the Option Period in respect of the Option, whichever is

sooner, provided that if the provisions of any Employment Contract provide otherwise, the terms of such Employment Contract shall govern.

- (c) If an Optionee who is a non-executive Director ceases to be a Participant for any reason other than for cause or by virtue of death, any Option held by such Optionee at such time shall remain exercisable in accordance with its terms, for a period of not more than one year after the date on which such Optionee ceases to be a Participant or the expiration of the Option Period in respect of the Option, whichever is sooner.

ARTICLE SEVEN CAPITAL CHANGES

Section 7.01 Capital Changes: In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Directors in:

- (a) the number of Common Shares available under the Plan;
- (b) the number of Common Shares subject to Options; and
- (c) the exercise price of the Common Shares subject to Options.

If the foregoing adjustment shall result in a fractional Common Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of the Plan.

Section 7.02 Amalgamation, Consolidation or Merger: If the Corporation: (a) amalgamates with, consolidates with or merges with or into another corporation resulting in a reclassification or change of the outstanding Common Shares into other shares or securities, or (b) participates in a statutory arrangement or other transaction, including a transaction under which, among other things, the business or assets of the Corporation become, collectively, the business and assets of two or more companies with the same shareholder group upon the distribution to the Corporation's shareholders, or the exchange with the Corporation's shareholders, of securities of the Corporation, or securities of another company, or both, or (c) participates in a transaction whereby all or substantially all of the Corporation's undertaking and assets become the property of another corporation; any Common Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, consolidation, merger or arrangement had the Option been exercised prior to such event becoming effective.

Section 7.03 Determinations of Adjustments: If any questions arise at any time with respect to the exercise price or number of Common Shares or other securities, property or cash deliverable upon exercise of an Option following an event described in Sections 7.01 or 7.02, such questions shall be conclusively determined by the Corporation's auditor, or, if they decline to so act, any other firm of Chartered Accountants that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Corporation and all Optionees and subject only to approval of the TSX and any other stock exchange on which the Common Shares are then listed or governmental authority having jurisdiction.

ARTICLE EIGHT
TAKE-OVER BIDS AND CHANGES OF CONTROL

Section 8.01 Effect of a Take-Over Bid: If a bona fide offer (an “Offer”) for Common Shares is made to the Optionee or to shareholders of the Corporation generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Corporation, within the meaning of subsection 1(1) of the Securities Act, the Corporation shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon all Common Shares subject to such Option will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Common Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Common Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then, with the consent of the Corporation, the Common Shares received upon such exercise, or in the case of clause (b) above, the Common Shares that are not taken up and paid for, may be returned by the Optionee to the Corporation and reinstated as authorized but unissued Common Shares and the Options with respect to such returned Common Shares, shall be reinstated as if they had not been exercised and the terms upon which such Options were to become Vested shall be reinstated. If any Common Shares are returned to the Corporation under Section 8.01, the Corporation shall as soon as reasonably practicable refund the exercise price to the Optionee for such Common Shares, net of any tax withholdings the Corporation was obliged to make. If an Optionee wishes to exercise Options under this Section 8.01 it must so notify the Corporation at the time of exercise and in such event, Common Shares issued upon exercise of such Options must be tendered to the Offer.

Section 8.02 Acceleration of Expiry Date: If, at any time when an Option granted under the Plan remains unexercised, an Offer is made by an offeror, the Directors may in their sole discretion, upon notifying each Optionee of full particulars of the Offer, declare all Options granted under the Plan, Vested, and declare that the expiry date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Common Shares must be tendered pursuant to the Offer, provided such Offer is completed and, if not completed, the respective Expiry Dates of the Options shall revert to the original Expiry Date.

Section 8.03 Effect of a Change of Control: Unless otherwise provided at the time of grant if a Change of Control occurs all Options will automatically vest, whereupon such Options may be exercised in whole or in part by the Optionee.

Section 8.04 Compulsory Acquisition or Going Private Transaction: If and whenever, following a take-over bid or an issuer bid, there shall be a compulsory acquisition of the Corporation’s Common Shares pursuant to Division 6 of the *Business Corporations Act* (British Columbia) or any successor or similar legislation, or any amalgamation, merger or arrangement in which securities acquired in a formal take-over bid may be voted under the conditions described in section 8.2 of Multilateral Instrument 61-101, *Protection of Minority Security Holders in Special Transactions*, then following the date upon which such compulsory acquisition, amalgamation, merger or arrangement is effective, an Optionee shall be entitled to receive, and shall accept, for the same exercise price, in lieu of

the number of Common Shares to which such Optionee was theretofore entitled to purchase, the aggregate amount of cash, shares, or other securities or other property which such Optionee would have been entitled to receive as a result of such bid if he or she had tendered such number of Common Shares to the bid, net of withholding taxes as contemplated by Section 5.02.

ARTICLE NINE
EFFECTIVE TIME OF PLAN, AMENDMENT
OF PLAN AND TERMINATION OF PLAN

Section 9.01 Effective Time of Plan: The Plan and any amendment thereto shall become effective upon the later of the date determined by the Directors and the approval of the shareholders of the Corporation given by the affirmative vote of a majority of the Common Shares represented at the meeting of the shareholders of the Corporation at which a motion to approve this Plan or amendment, as applicable, is presented and voted on such motion.

Section 9.02 Directors May Amend: Subject to Sections 2.05 and 9.03, the Directors shall have the power to, at any time and from time to time, either prospectively or retrospectively, and without shareholder approval, amend the Plan or any Option granted under or governed by the Plan. Amendments that may be made by the Directors without shareholder approval include, but are not limited to:

- (a) changes of a clerical or grammatical nature;
- (b) changes to the vesting provisions of Options;
- (c) changes to the termination provisions of an Option that do not extend the original expiry date of the Option;
- (d) the addition of a cashless exercise feature payable in cash or securities;
- (e) changes to implement features or requirements that are necessary or desirable to comply with tax and securities laws applicable to any Participant; and
- (f) the addition of a deferred and/or restricted share unit provisions to the Plan which could result in a Participant receiving securities while no cash consideration is received by the Corporation.

Section 9.03 Amendments Requiring Shareholder Approval: The following amendments to the Plan or any Option granted under the Plan will require shareholder approval:

- (a) any increase in the maximum percentage of Common Shares in respect of which Options may be granted under the Plan (other than pursuant an adjustment under Article Seven);
- (b) any reduction in the exercise price of an outstanding Option (other than pursuant an adjustment under Article Seven);
- (c) any amendment that would extend the term of any Option granted under the Plan beyond its original expiry date;
- (d) any increase or waiver of the limits on non-executive Director participation under the Plan;

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- (e) any amendments that would change the restrictions on assignment or transferability of Options under the Plan; and
 - (f) any amendment to Sections 9.02 or 9.03 of the Plan.

Section 9.04 Termination of the Plan: The Plan may be suspended or terminated at any time by the Directors. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Committee and in force on the date of termination will continue in effect as long as any Option or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Directors shall remain able to make such amendments to the Plan or any Option as they would have been entitled to make if the Plan were still in effect. Notwithstanding the termination or suspension of the Plan, any Option outstanding under the Plan at the time of termination or suspension shall remain in effect until such Option has been exercised, has expired, has been surrendered to the Corporation or has been terminated.

ARTICLE TEN MISCELLANEOUS PROVISIONS

Section 10.01 Non-Assignable: No rights under the Plan and no Option awarded pursuant to the provisions of the Plan are assignable or transferable by any Participant other than pursuant to a will or by the laws of descent and distribution, or, subject to approval of the Committee which may be on such conditions as the Committee may determine, to a Permitted Assign.

Section 10.02 Rights as a Shareholder: No Optionee shall have any rights as a shareholder of the Corporation with respect to any Common Shares which are the subject of an Option. No Optionee shall be entitled to receive, and no adjustment shall be made for, any dividends, distributions or other rights declared for shareholders of the Corporation for which the record date is prior to the date of exercise of any Option.

Section 10.03 No Contract of Employment/Engagement: Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue in the employment of, or engagement or appointment by the Corporation or any subsidiary of the Corporation nor interfere or be deemed to interfere in any way with any right of the Corporation or any subsidiary of the Corporation to discharge any Participant at any time for any reason whatsoever, with or without cause.

Section 10.04 Exclusion from Severance Allowance Retirement Allowance or Termination Settlement: If an Optionee, retires, resigns or is terminated from employment or engagement with the Corporation or any subsidiary of the Corporation, the loss or limitation, if any, of the right to exercise Options which were not Vested at that time or which, if Vested, were cancelled or terminated in accordance with the terms of the Option or the Plan, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

Section 10.05 Necessary Approvals/Compliance with Laws: The obligation of the Corporation to grant any Option pursuant to the Plan and to issue, sell and deliver any Common Shares on the exercise of an Option is subject to the approval of any governmental authority or regulatory body required in connection with the grant of such Option or the issue, sale and delivery of such Common Shares by the Corporation. Notwithstanding any other provision contained in this

Plan or in any Option Agreement, no holder may exercise any Option granted under this Plan and no Common Shares may be issued upon exercise of an Option unless such exercise and issuance are in compliance with all applicable securities laws. In the event that any Common Shares cannot be issued to any Optionee pursuant to the exercise of an Option for any reason whatsoever including, without limiting the generality of the foregoing, the failure to obtain any required approval, then the obligation of the Corporation to issue such Common Shares shall terminate without any liability or obligation on the part of the Corporation and any money paid to the Corporation in connection with the exercise of such Option shall be returned to the Optionee without interest or deduction.

Section 10.06 No Fractional Shares: No fractional Common Shares may be purchased or issued upon exercise of Options or otherwise under this Plan.

Section 10.07 No Representation or Warranty: The Corporation makes no representation or warranty as to the value of any Option granted pursuant to the Plan or as the future value of any Common Shares issued pursuant to the exercise of any Option.

Section 10.08 Compliance with Applicable Law: If any provision of the Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

Section 10.09 Applicable Law: The Plan and all of the rights and obligations arising herefrom shall be interpreted and applied in accordance with the laws of the Province of British Columbia.

Effective date of Plan is May 10, 2012.