NOTICE OF MEETING
and
MANAGEMENT INFORMATION CIRCULAR
for the
ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
OF GUYANA GOLDFIELDS INC.
to be held on
July 27, 2020

ZIJIN MINING
ACQUISITION OF
GUYANA
GOLDFIELDS

VOTE YOUR GUYANA GOLDFIELDS
SHARES TODAY TO BENEFIT FROM:

- A superior transaction
- A significant premium
- Certainty of value

Questions? Need Help Voting?
Contact Kingsdale Advisors at 1-800-775-1986
NOTICE OF MEETING

and

MANAGEMENT INFORMATION CIRCULAR

for the

ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF
GUYANA GOLDFIELDS INC.

to be held on

July 27, 2020

via live webcast online accessible at

https://web.lumiagm.com/275264504

Password: “GUY2020” (case sensitive)

Dated as of June 26, 2020

The Board of Directors of Guyana Goldfields Inc. UNANIMOUSLY recommends that Shareholders vote FOR each of the Arrangement Resolution and the Stated Capital Resolution.

These materials are important and require your immediate attention. They require shareholders of Guyana Goldfields Inc. to make important decisions. If you are in doubt as to how to make such decisions please contact your financial, legal, tax or other professional advisors. This document does not constitute an offer or a solicitation of securities or proxies to any person in any jurisdiction in which such offer or solicitation is unlawful. If you have any questions or require more information with regard to the procedures for voting or have questions regarding the information contained in this document please contact Guyana Goldfields Inc.’s strategic shareholder and communications advisor and proxy solicitation agent, Kingsdale Advisors, at 1.800.775.1986 (toll-free in North America) or +1.416.867.2272 (for collect calls outside of North America) or by e-mail at contactus@kingsdaleadvisors.com.
Dear Guyana Goldfields Shareholder:

We’re pleased to present to you an exciting opportunity to receive a significant premium for your Guyana Goldfields shares.

Guyana Goldfields Inc. ("Guyana Goldfields", the “Company”, “we” or “our”) will hold an annual and special meeting (the “Meeting”) of shareholders (“Shareholders”) via a live webcast accessible at https://web.lumiagm.com/275264504 on July 27, 2020 commencing at 10:30 a.m. (Toronto time) to vote on, among other things, an immediate value realisation transaction with Zijin Mining Group Co., Ltd. ("Zijin") that will provide you with a significant premium for your Guyana Goldfields shares (the “Company Shares”).

The transaction provides for Zijin—a leading global mining company specializing in gold, copper, zinc and other mineral resource exploration and development—to acquire, through 12049163 Canada Inc. a wholly-owned subsidiary of Zijin (the “Purchaser”), all of the Company Shares not already owned by Zijin and the Purchaser, by way of a plan of arrangement (the “Arrangement”) under the Canada Business Corporations Act (the “CBCA”) and subject to the terms and conditions contemplated by the arrangement agreement entered into among Guyana Goldfields, the Purchaser and Zijin on June 11, 2020 (the “Arrangement Agreement”).

Under the terms of the Arrangement, you will receive C$1.85 in cash for each Company Share held. Upon completion of the Arrangement, the Purchaser will own 100% of the issued and outstanding Company Shares.

To be effective, the Arrangement must be approved by a special resolution (the “Arrangement Resolution”) passed at the virtual Meeting by at least 66 2/3% of the votes cast on the Arrangement Resolution by Shareholders present at the virtual Meeting or by proxy, with each Shareholder being entitled to one vote for each Company Share held by such holder.

Shareholders will also be asked at the virtual Meeting, among other things, to approve a reduction in the stated capital of the Company Shares in order to satisfy the requirements of Section 192(2) of the CBCA in respect of the Arrangement. The Arrangement cannot proceed unless the Stated Capital Resolution is approved. To be effective, the reduction in stated capital must be approved by a special resolution (the “Stated Capital Resolution”) passed at the virtual Meeting by at least 66 2/3% of the votes cast on the Stated Capital Resolution by Shareholders present at the virtual Meeting or by proxy, with each Shareholder being entitled to one vote for each Company Share held by such holder.

The board of directors of the Company (the “Board”), after consulting with its legal and financial advisors unanimously recommends that Shareholders vote FOR each of the Arrangement Resolution and the Stated Capital Resolution. The accompanying circular (the “Circular”) describes the background to the determinations and recommendation of the Board.

**BENEFITS TO GUYANA GOLDFIELDS SHAREHOLDERS:**

In consultation with its independent financial and legal advisors, the Board has determined that the Arrangement with Zijin is in the best interests of Guyana Goldfields and is fair to Shareholders.

Shareholders will benefit from:

- **The Arrangement being superior to the Silvercorp Arrangement**: The Board, after consultation with its financial and legal advisors, determined that the Arrangement is superior to the arrangement (the
“Silvercorp Arrangement”) with Silvercorp Metals Inc. (“Silvercorp”), which the Company terminated as of June 11, 2020 to enter into the Arrangement Agreement.

- **Significant Premium:** The consideration of C$1.85 per Company Share represents a (i) 427% premium to the volume weighted average price of the Company Shares on the TSX for the 20 trading days ended April 24, 2020 (the last trading day prior to the date that the Company announced that it had entered into an arrangement agreement with Silvercorp (the “Silvercorp Arrangement Agreement”)), and (ii) 35% premium to the implied value of the consideration offered pursuant to the Silvercorp Arrangement (based on the closing price of the common shares of Silvercorp on the TSX as of June 3, 2020, the date that the Company announced that Zijin’s proposal constituted a Superior Proposal (as defined under the Silvercorp Arrangement Agreement)).

- **Certainty of value:** The cash consideration payable to Shareholders under the Arrangement provides for certainty of value and immediate liquidity.

**NOW IS THE RIGHT TIME:**

With the Company requiring new sources of financing to continue waste stripping for the open pit and the underground development of the Aurora Gold Mine, now is the optimal time to enter into the Arrangement which provides for a significant premium to Shareholders payable in cash to deliver immediate value realisation.

**VOTE TODAY:**

In light of the ongoing concerns regarding the spread of the novel coronavirus (also known as “COVID-19”), one of our primary considerations is to protect the health of our employees, Shareholders and the communities in which we operate, and to ensure compliance with local laws and orders restricting the size of public gatherings in response to COVID-19. Accordingly, for this year, we have arranged to use a live audio webcast to permit your participation in the virtual Meeting.

We encourage our Shareholders to vote on the matters before the Meeting by proxy, and to participate in the Meeting via live webcast accessible online at https://web.lumiaqm.com/275264504. At the virtual Meeting, only registered Shareholders and duly appointed proxyholders, regardless of geographic location, will be able to participate and have an equal opportunity to ask questions, and vote in real time at the Meeting, provided they are connected to the internet and have logged into the Lumi online platform accessible at https://web.lumiaqm.com/275264504. Non-registered Shareholders must carefully follow the procedures set out in the Circular in order to vote virtually and ask questions through the live webcast. Non-registered Shareholders who do not follow the procedures set out in the Circular and who have not duly appointed themselves as proxyholder will nonetheless be able to listen to a live audio webcast of the Meeting as guests, but will not be able to ask questions or vote. You have to be connected to the internet at all times to be able to vote – it is your responsibility to make sure you stay connected for the entire Meeting.

If you wish to appoint a proxyholder, be it yourself or a third party, you will need to contact TSX Trust Company at tsxtrustproxyvoting@tmx.com to request a control number for, and on behalf of, the person you appoint in order for them to be represented at the Meeting and/or to vote at the Meeting. It is the responsibility of the Shareholder to contact TSX Trust Company to request a control number and then advise such Shareholder’s proxyholder (i.e. the person the Shareholder appoints) of the control number. Without the control number, proxyholders will not be able to participate or vote at the Meeting.

If you are a registered Shareholder, you must vote your proxy before **July 23, 2020 at 10:30 a.m. (Toronto time)** for it to count. If you are a non-registered Shareholder, your voting instruction form will contain an earlier cut-off time.

Shareholders that have any questions or need help voting should contact Kingsdale Advisors at 1-800-775-1986 (toll-free within North America) or 1-416-867-2272 (for collect calls outside North America), or by email at contactus@kingsdaleadvisors.com. Kingsdale Advisors have a team standing by to help.
On behalf of the Board, I ask for your support by voting your Company Shares today **FOR** this exciting Arrangement.

Sincerely,

René Marion
Chairman
NOTICE OF MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting (the “Meeting”) of the shareholders (the “Shareholders”) of Guyana Goldfields Inc. (“Guyana Goldfields” or the “Company”) will be held on July 27, 2020 at 10:30 a.m. (Toronto time) in a virtual only format that will be conducted via live webcast accessible online at https://web.lumiagm.com/275264504 for the following purposes:

1. To receive and consider the audited consolidated financial statements of the Company for the year ended December 31, 2019, together with the report of the auditors thereon;

2. To elect the directors of the Company for the ensuing year, or until their successors are elected or appointed;

3. To appoint the auditors of the Company and to authorize the directors to fix their remuneration;

4. To approve, in a non-binding advisory “say on pay” resolution, the compensation of the Company’s named executive officers;

5. To consider and, if deemed advisable, to pass, with or without variation, a special resolution, the full text of which is set forth in Appendix A to the accompanying management information circular of the Company dated June 26, 2020 (the “Circular”), to approve an arrangement pursuant to Section 192 of the Canada Business Corporations Act (the “CBCA”) pursuant to which Zijin Mining Group Co., Ltd. (“Zijin”), through its wholly-owned subsidiary 12049163 Canada Inc., will acquire all of the issued and outstanding common shares of the Company (“Company Shares”) not already owned by Zijin, all as more particularly described in the Circular (the “Arrangement”);

6. To consider and, if deemed advisable, to pass, with or without variation, a special resolution, the full text of which is set forth in Appendix B to the Circular, to approve the reduction of Guyana Goldfields’ stated capital attributable to the common shares of the Company that is not represented by realizable assets in accordance with Section 38 of the CBCA, all as more particularly described in the Circular;

7. To transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

The board of directors of the Company (“Board”) has fixed the close of business on June 23, 2020 as the record date for the Meeting, being the date for the determination of registered holders of the common shares of the Company entitled to receive notice of, and vote at, the Meeting and any adjournments or postponements thereof.

This notice is accompanied by a form of proxy, the Circular and the audited consolidated financial statements of the Company for the year ended December 31, 2019 and accompanying management’s discussion and analysis. Also enclosed is the Letter of Transmittal, printed on blue paper, for use in connection with the Arrangement.

Regardless of whether or not you are able to attend the virtual Meeting, Shareholders are requested to complete, date, sign and return the enclosed form of proxy in accordance with its instructions. Non-registered Shareholders (beneficial holders) must deliver their completed proxies in accordance with the instructions given by their financial institution or other intermediary that forwarded the form of proxy to them so that as large a representation of Shareholders as possible may be had at the Meeting.
To be effective, forms of proxy must be received by TSX Trust Company, Attn: Proxy Department, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1 (Fax: (416) 595-9593) no later than 10:30 a.m. (Toronto time) on July 23, 2020, or if the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays, and statutory holidays in the City of Toronto, Ontario) prior to the time of such adjourned or postponed Meeting.

In order to (i) proactively deal with the unprecedented public health impact of the novel coronavirus (also known as “COVID-19”), (ii) mitigate risks to the health and safety of our employees, Shareholders, communities and other stakeholders, and (iii) ensure compliance with local laws or orders restricting the size of public gatherings in response to COVID-19, Guyana Goldfields will be convening and conducting a virtual Meeting.

There is no physical location for the Meeting. The Meeting will be held in a virtual only format, which will be conducted via live audio webcast. At the virtual Meeting, only registered Shareholders and duly appointed proxyholders, regardless of geographic location, will be able to participate and have an equal opportunity to ask questions, and vote real time at the Meeting, provided they are connected to the internet and have logged into the Lumi online platform accessible at https://web.lumiagm.com/275264504. Non-registered Shareholders must carefully follow the procedures set out in the Circular in order to vote virtually and ask questions through the live webcast. Non-registered Shareholders who do not follow the procedures set out in the Circular and who have not duly appointed themselves as proxyholder will nonetheless be able to view a live webcast of the Meeting as guests, but will not be able to ask questions or vote. You have to be connected to the internet at all times to be able to vote – it is your responsibility to make sure you stay connected for the entire meeting.

Shareholders who wish to appoint a person other than the management nominees identified on the form of proxy or VIF (including a non-registered Shareholder who wishes to appoint themselves to attend) must carefully follow the instructions in the Circular and on their form of proxy or VIF. These instructions include the additional step of registering such proxyholder with our transfer agent, TSX Trust Company at txtrustproxyvoting@tmx.com, and obtaining a control number for and on behalf of the proxyholder, after submitting their form of proxy or VIF. Failure to register and obtain a control number from our transfer agent will result in the proxyholder (including a non-registered Shareholder who wishes to appoint themselves to attend) not being able to participate in the Meeting and only being able to attend as a guest.

Shareholders who are unable to attend the virtual Meeting are requested to complete, date, sign and return the enclosed form of proxy so that as large a representation of Shareholders as possible may be had at the Meeting.

Your vote is important, and you are urged to submit your proxy well in advance of the voting deadline in order to have your voice heard. If you would like additional copies, without charge, of the accompanying Circular or you have any questions or require assistance with voting your proxy, please contact Guyana Goldfields’ strategic shareholder and communications advisor and proxy solicitation agent, Kingsdale Advisors, at 1.800.775.1986 toll free in North America, or call collect outside North America at +1.416.867.2272, or by e-mail at contactus@kingsdaleadvisors.com.

DATED at Toronto, Ontario this 26th day of June, 2020.

BY ORDER OF THE BOARD

René Marion
Chairman
QUESTIONS AND ANSWERS RELATING TO THE MEETING 
AND THE ARRANGEMENT

The following is intended to answer certain key questions concerning the Meeting and the Arrangement and is qualified in its entirety by the more detailed information appearing elsewhere in this Circular. Capitalized terms used in this summary and elsewhere in this Circular and not otherwise defined have the meanings given to them under “Glossary of Terms”.

Why did I receive this Circular?

You received this Circular because you and other Shareholders will be asked to approve, by a special resolution, the Arrangement involving Guyana Goldfields, the Purchaser and Zijin under Section 192 of the CBCA, pursuant to which the Purchaser will acquire all of the outstanding Company Shares not already owned by Zijin. In connection therewith, you and other Shareholders will be asked to approve, by a special resolution, a reduction in the stated capital of the Company Shares in order to satisfy the requirements of Section 192(2) of the CBCA in respect of the Arrangement. Additionally, Shareholders will be asked to consider the annual business matters referred to in the Notice of Meeting. See Paragraphs 1 to 6 of the Notice of Meeting.

When and where will the Guyana Goldfields Meeting be held?

The Meeting will be held on July 27, 2020 at 10:30 a.m. (Toronto time) in a virtual only format that will be conducted via live webcast online accessible at https://web.lumiagm.com/275264504. There is no physical location for the Meeting.

What is the Arrangement?

On June 11, 2020, Guyana Goldfields, the Purchaser and Zijin entered into the Arrangement Agreement, pursuant to which the Purchaser will, among other things, acquire all of the outstanding Company Shares not owned by Zijin in exchange for cash pursuant to the Plan of Arrangement. Upon completion of the Arrangement, Guyana Goldfields will become a wholly-owned subsidiary of the Purchaser and current shareholders will cease to hold their shares and receive a cash payment.

What will I receive for my Guyana Goldfields Shares under the Arrangement?

Under the terms of the Arrangement, each holder of Company Shares will receive for each Company Share held, C$1.85 in cash. The consideration of C$1.85 per Company Share represents a 427% premium to the 20-day volume weighted average price of Guyana Goldfields as of the close of trading on April 24, 2020 (the last day prior to the public announcement of the Company entering into an arrangement agreement with Silvercorp) and a premium of approximately 35% to the implied value of the consideration offered pursuant to the arrangement agreement previously entered by the Company with Silvercorp (based on the closing price of the common shares of Silvercorp on the TSX as of June 3, 2020), which the Company terminated as of June 11, 2020 in accordance with its terms to enter into this Arrangement.

When will I receive the consideration payable to me under the Arrangement for my Guyana Goldfields Shares?

You will receive the consideration due to you under the Arrangement as soon as practicable after the Arrangement becomes effective. If you are a Registered Shareholder, in order to receive your consideration you must complete and send a Letter of Transmittal and the certificate(s) representing your Company Shares and all other required documents to the Depositary. Beneficial Shareholders will receive their consideration through the facilities of The Canadian Depository for Securities Limited or the Depository Trust Company and their financial intermediary members with no further action required. Subject to the satisfaction of all conditions precedent to completion of the Arrangement (including receipt of Shareholder Approval, the Final Order and the Key Regulatory Approvals), completion of the Arrangement is anticipated to occur in August 2020. See “Information Concerning the Arrangement – Effective Date of the Arrangement”.
What do I do with my Guyana Goldfields Share certificate(s) once I receive the Letter of Transmittal?

Once the Letter of Transmittal has been mailed by TSX Trust Company as transfer agent to Registered Shareholders as of the Record Date, all Registered Shareholders must complete, sign and return the Letter of Transmittal with the accompanying share certificate(s) representing the Company Shares to the Depositary at the address provided on the Letter of Transmittal.

Does the Board of Directors of Guyana Goldfields support the Arrangement?

Yes. The Board has unanimously determined that the Arrangement is in the best interest of Guyana Goldfields and fair to the Shareholders and recommends that Shareholders vote in favour of the Arrangement.

Why is the Board of Directors of Guyana Goldfields making the recommendation to vote in favour of the Arrangement?

In the course of its evaluation of the Arrangement, the Board consulted with Guyana Goldfields’ management, its financial and legal advisors, and considered a number of factors, including the following:

- **The Arrangement is superior to the Silvercorp Arrangement.** The Board, after consultation with its financial and legal advisors, determined that the Arrangement is superior to the Silvercorp Arrangement, which the Company terminated as of June 11, 2020 in accordance with the terms of the Silvercorp Arrangement Agreement to enter into the Arrangement Agreement.

- **Significant premium.** The consideration of C$1.85 per Company Share represents a (i) 427% premium to the volume weighted average price of the Company Shares on the TSX for the 20 trading days ended April 24, 2020 (the last trading day prior to the date that the Company announced that it had entered into the Silvercorp Arrangement Agreement), and (ii) 35% premium to the implied value of the consideration offered pursuant to the Silvercorp Arrangement (based on the closing price of the common shares of Silvercorp on the TSX as of June 3, 2020, the date that the Company announced that the Zijin Revised Proposal constituted a Superior Proposal (as defined under the Silvercorp Arrangement Agreement)).

- **Certainty of value.** The cash consideration payable to Shareholders under the Arrangement provides for certainty of value and immediate liquidity.

- **Credibility of Zijin.** The Purchaser’s obligations, including its obligation to pay the Consideration, have been guaranteed by Zijin. Zijin is credit worthy, committed, has a track record of completing transactions, including in the Canadian capital markets, and has the ability to complete the Arrangement.

- **No financing condition.** The Arrangement is not subject to a financing condition and the Purchaser, as guaranteed by Zijin, has the financial capacity to consummate the Arrangement.

- **A strong financial position.** Zijin has a strong balance sheet and a robust cash flow profile which provides access to capital and for the funding needed for the development of the next phase of the Aurora Gold Mine avoiding the need for the Company to raise significant capital.

- **Loan Agreement.** The Loan Agreement allows the Company to fund ongoing operations at the Aurora Gold Mine, including costs related to temporary care and maintenance, as well as for certain working capital and general corporate purposes.

- **Fairness opinions.** The Board has received fairness opinions from each of the Financial Advisors to the effect that, as at the date of their respective fairness opinions, and subject to the assumptions, limitations and qualifications set out therein, the consideration under the Arrangement is fair, from a financial point of view, to Shareholders (other than Zijin).

- **Support of Guyana Goldfields directors and officers.** All of the directors and officers of the Company have entered into the Company Support & Voting Agreements pursuant to which they have agreed, among other things, to vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution. As of the date of the Arrangement Agreement, such directors and officers collectively beneficially owned or exercised control or direction over an aggregate of 0.23% of the outstanding Company Shares.

- **Other factors.** The Board also considered the Arrangement with reference to the financial condition and results of operations of the Company, as well as its prospects, strategic alternatives and competitive position, including the risks involved in achieving those prospects and pursuing those alternatives in light of current market conditions and the Company’s financial position.
What is 12049163 Canada Inc. and its purpose?

12049163 Canada Inc. is a corporation existing under the laws of Canada and a wholly-owned subsidiary of Zijin. The subsidiary was formed for the purpose of acquiring the Company Shares and consummating the transactions contemplated by the Arrangement Agreement.

Zijin has provided an unconditional and irrevocable guarantee in favour of the Company, as principal and not as surety, due and punctual performance by 12049163 Canada Inc., in respect of 12049163 Canada Inc.’s obligations and liabilities under the Arrangement Agreement.

Why is now the right time for this deal?

With the Company requiring new sources of financing to continue with the next phase of open pit waste stripping and the underground development of the Aurora Gold Mine, the Board accelerated a process to consider a number of funding options and strategic alternatives. In the course of its evaluation, the Board initially unanimously determined that the Silvercorp Arrangement was in the best interest of Guyana Goldfields and fair to the Shareholders. Subsequent to the announcement of the entering into of the Silvercorp Arrangement Agreement, Zijin made an offer to the Company that the Board determined constituted a Superior Proposal. As a result, Silvercorp was provided with a right to match Zijin’s offer but elected not to do so. The Company then terminated the Silvercorp Arrangement Agreement in accordance with its terms and entered into the Arrangement.

For a complete description of the process leading to the Arrangement, see “Information Concerning the Arrangement - Background to the Arrangement”.

Did Guyana Goldfields’ receive independent fairness opinions in regard to the transaction?

The Board has received fairness opinions from each of RBC Dominion Securities Inc. and Stifel Nicolaus Canada Inc. which state that the Consideration under the Arrangement is fair from a financial point of view, to Shareholders (other than Zijin).

What is required to complete the Arrangement?

The respective obligations of the Purchaser, Zijin and Guyana Goldfields to complete the Arrangement are subject to a number of conditions which must be satisfied or waived by the mutual consent of each of the Parties in order for the Arrangement to become effective, including:

- the Arrangement Resolution will have been approved by the Shareholders at the Meeting in accordance with the Interim Order;
- each of the Interim Order and Final Order will have been obtained on terms consistent with the Arrangement Agreement, and will not have been set aside or modified in any manner unacceptable to either Guyana Goldfields or the Purchaser, each acting reasonably, on appeal or otherwise;
- each of the Key Regulatory Approvals will have been made, given or obtained, and each such Key Regulatory Approval will be in force and not modified in any material respect;
- the Articles of Arrangement to be sent to the Director under the CBCA in accordance with the Arrangement Agreement, will be in form and content satisfactory to Guyana Goldfields and the Purchaser, acting reasonably; and
- no Law in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins Guyana Goldfields or the Purchaser from completing the Arrangement, will have been enacted, issued, promulgated, enforced, made, entered, issued or applied.

See “Information Concerning the Arrangement - The Arrangement Agreement - Conditions to Closing”.

When does Guyana Goldfields expect the Arrangement to become effective?

Subject to the satisfaction of all conditions precedent to completion of the Arrangement (including receipt of Shareholder Approval, the Final Order and the Key Regulatory Approvals), completion of the Arrangement is
anticipated to occur in August 2020. See “Information Concerning the Arrangement – The Arrangement Agreement - Effective Date of the Arrangement”.

What will happen to Guyana Goldfields if the Arrangement is completed?

Upon completion of the Arrangement:

- the Purchaser will own all of the Company Shares;
- all of the Company Options will be assigned and transferred to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option, the Company DSUs and Company RSUs will be deemed to be cancelled in exchange for a cash payment from the Company and the Company Stock Option Plan, the Company DSU Plans and the Company RSU Plans will be terminated; and
- the Company Shares will be de-listed from the TSX and the Company will cease to be a reporting issuer.

Are there any risks I should consider in connection with the Arrangement?

Shareholders should carefully consider all of the information disclosed or referred to in this Circular prior to voting on the matters being put before them at the Meeting. In addition to the other information presented in this Circular, the following risk factors should be given special consideration:

- the Arrangement Agreement may be terminated in certain circumstances;
- there can be no certainty that all conditions precedent to the Arrangement will be satisfied, including receipt of the Key Regulatory Approvals;
- Guyana Goldfields will incur costs and may have to pay the Termination Amount if the Arrangement Agreement is terminated in certain circumstances;
- Guyana Goldfields may have to pay the Expense Reimbursement Amount if the Arrangement Agreement is terminated in certain circumstances;
- Guyana Goldfields directors and executive officers may have interests in the Arrangement that are different from those of the Shareholders;
- Shareholder approval of the Arrangement Resolution and the Stated Capital Resolution may not be obtained; and
- the disposition of Company Shares under the Arrangement may be subject to Canadian income tax or other income tax.

See “Information Concerning the Arrangement – Risks Associated with the Arrangement”.

What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

If the Arrangement is not completed, Guyana Goldfields will continue to operate as a standalone entity and will face many of the risks that it currently faces with respect to liquidity and financing its business and other business risks. It should be noted that if the Arrangement is not approved or completed for any reason, the stock price for the Company may fall back to pre-announcement levels or lower as the Company would face liquidity and financing risks similar to those that existed prior to the Arrangement. The Company would have 120 days in which to seek refinancing of the loan facility provided by Zijin and secure sufficient financing to fund ongoing working capital and development capital for the underground development project.

What are the Canadian federal income tax consequences of the Arrangement?

For a summary of certain Canadian federal income tax consequences of the Arrangement applicable to a Shareholder, see “Certain Canadian Federal Income Tax Considerations”. Such summary is not intended to be legal or tax advice. Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them with respect to their particular circumstances.
What are the U.S. federal income tax consequences of the Arrangement?

For a summary of certain U.S. federal income tax consequences of the Arrangement applicable to a U.S. Holder, see “Certain United States Federal Income Tax Considerations”. Such summary is not intended to be legal or tax advice. Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them with respect to their particular circumstances.

Are Guyana Goldfields Shareholders entitled to Dissent Rights?

Yes. Registered Shareholders are entitled to dissent from the Arrangement Resolution in the manner provided in Section 190 of the CBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order.

Anyone who is a beneficial owner of Company Shares registered in the name of an Intermediary and who wishes to dissent should be aware that only Registered Shareholders are entitled to exercise Dissent Rights. A Registered Shareholder who holds Company Shares as an Intermediary for one or more beneficial owners, one or more of whom wish to exercise Dissent Rights, must exercise such Dissent Rights on behalf of such holder(s). All Dissent Notices must be received by Guyana Goldfields at its office located at Suite 802, 375 University Avenue, Toronto, Ontario, Canada, M5G 2J5 not later than 5:00 p.m. (Toronto time) on the Business Day which is two Business Days prior to the date of the Meeting (as it may be adjourned or postponed from time to time).

It is important that Shareholders strictly comply with this requirement, which is different from the statutory dissent provisions of the CBCA which would permit a Dissent Notice to be provided at or prior to the Meeting.

A Non-Registered Shareholder who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the beneficial owner deals in respect of its Company Shares and either (a) instruct the Intermediary to exercise the Dissent Rights on the beneficial owner's behalf (which, if the Company Shares are registered in the name of CDS or another clearing agency, would require that the Company Shares first be re-registered in the name of the Intermediary); or (b) instruct the Intermediary to request that the Company Shares be registered in the name of the beneficial owner, in which case such holder would have to exercise the Dissent Rights directly (that is, the Intermediary would not be exercising the Dissent Rights on such holder's behalf).

How do I vote?

Registered Shareholders can vote in one of the following ways:

Internet: got to www.voteproxyonline.com. Enter the 12-digit Control Number printed on the form of proxy and follow the instructions on the screen.

Fax: Enter voting instructions, sign and date the form of proxy and send your completed form of proxy to: TSX Trust Company, Attention: Proxy Department, 1.416.595.9593.

Mail: Enter voting instructions, sign and date the form of proxy and return your completed form of proxy in the enclosed postage paid envelope to:

TSX Trust Company
Attention: Proxy Department
100 Adelaide Street West, Suite 301
Toronto, ON M5H 4H1

Shareholders sending their completed form of proxy via mail should take into account any mail delivery interruptions. It is the responsibility of the Shareholder sending their form of proxy via mail to ensure that the TSX Trust Company receives the completed form of proxy no later than 10:30 a.m. (Toronto time) on July 23, 2020, or if the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays, and statutory holidays in the City of Toronto, Ontario) prior to the time of such adjourned or postponed Meeting. Late proxies will not be accepted.
Attending the Virtual Meeting: Registered Shareholders can access and vote at the virtual Meeting as follows:

(a) Go to https://web.lumiagm.com/275264504 in a web browser (not a Google search) on a smartphone, tablet or computer 30 minutes prior to the start of the Meeting. The latest versions of Chrome, Safari, Edge and Firefox will be needed. Please ensure the browser being used is compatible by logging in early. You should allow ample time to check into the virtual Meeting to check compatibility and complete the related procedures. PLEASE DO NOT USE INTERNET EXPLORER.

(b) Select “I have a control number” and enter your Control Number (your Control Number is located on your form of proxy) and the password: “GUY2020” (case sensitive).

(c) Follow the instructions to access the Meeting and vote when prompted

See “How to Participate in the Virtual Meeting”.

Beneficial Shareholders can vote in one of the following ways:

Internet: Go to www.proxyvote.com. Enter the 16-digit Control Number printed on the VIF and follow the instructions on screen.

Phone: For Canadian beneficial Shareholders, call 1.800.474.7493 (English) or 1.800.474.7501 (French).

For United States beneficial Shareholders, call 1.800.454.8683.

You will need to enter your 16-digit Control Number. Follow the interactive voice recording instructions to submit your vote.

Mail: Enter your voting instructions, sign and date the VIF, and return the completed VIF in the enclosed postage paid envelope.

Attending the Virtual Meeting: See “How to Participate in the Virtual Meeting”

If my Guyana Goldfields Shares are held by an Intermediary, will they vote my Company Shares for me?

No. An Intermediary will vote the Company Shares held by you only if you provide instructions to such Intermediary on how to vote. If you are a beneficial Shareholder, your Intermediary will send you a VIF or proxy form with this Circular. If you fail to give proper instructions, those Company Shares will not be voted on your behalf. Beneficial Shareholders should instruct their Intermediaries to vote their Company Shares on their behalf by following the directions on the VIF or proxy form provided to them by their Intermediaries. Unless your Intermediary gives you its proxy to vote the Company Shares at the Meeting, you cannot vote those Company Shares beneficially owned by you at the Meeting.

Who is soliciting my proxy?

Your proxy is being solicited on behalf of management of Guyana Goldfields. Management will solicit proxies primarily by mail, but proxies may also be solicited personally by telephone, e-mail, internet or facsimile by directors, officers or employees of Guyana Goldfields, or by such agents as Guyana Goldfields may appoint.

Guyana Goldfields has retained Kingsdale Advisors in connection with the solicitation of proxies. All costs of solicitation by management will be borne by Guyana Goldfields. Guyana Goldfields will reimburse brokers and other entities for costs incurred by them in mailing meeting materials to Shareholders.

Who is eligible to vote?

Guyana Goldfields Shareholders at the close of business on the Record Date, being June 23, 2020, or their duly appointed proxyholders are eligible to vote at the virtual Meeting.

Does any Guyana Goldfields Shareholder beneficially own 10% or more of the Guyana Goldfields Shares?
Yes. Sentry Investment Management owns 11.6% of the Company Shares.

What if I acquire ownership of Guyana Goldfields Shares after the Record Date?

You will not be entitled to vote the Company Shares acquired after the Record Date at the virtual Meeting. Only persons owning Company Shares as of the Record Date are entitled to vote at the virtual Meeting. However, if you acquire Company Shares after the Record Date, and the Arrangement is approved and you still hold the Company Shares at the Effective Date, you will be entitled to receive the consideration under the Arrangement.

What approvals are required by Guyana Goldfields Shareholders to pass the Arrangement Resolution at the Meeting?

The Arrangement must be approved by a special majority vote of at least 66⅔% of the votes cast at the virtual Meeting or by proxy on the Arrangement Resolution by the Shareholders.

Should I send in my proxy now?

Yes. Once you have carefully read and considered the information in this Circular, you should complete and submit the enclosed VIF or form of proxy. You are encouraged to vote well in advance of the proxy cut-off time at 10:30 a.m. (Toronto time) on July 23, 2020 to ensure your Company Shares are voted at the virtual Meeting. If the Meeting is adjourned or postponed, your proxy must be received not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time of the reconvened Meeting. Late proxies will not be accepted.

To be effective, forms of proxy must be received by TSX Trust Company, Attn: Proxy Department, 301 – 100 Adelaide Street West, Toronto, Ontario, M5H 4H1 (Fax: (416) 595-9593) no later than 10:30 a.m. (Toronto time) on July 23, 2020, or if the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays, and statutory holidays in the City of Toronto, Ontario) prior to the time of such adjourned or postponed Meeting. Late proxies will not be accepted.

If you are a Non-Registered Shareholder submitting a VIF, the cut-off time for submission will be earlier than the proxy cut-off time.

Can I revoke my vote after I have voted by proxy?

If you are a Registered Shareholder and submitted a form of proxy, you may revoke it at any time before the Meeting by doing any one of the following:

- You may send another form of proxy with a later date to our transfer agent, TSX Trust Company, but it must reach the transfer agent no later than 10:30 a.m. (Toronto time) on July 23, 2020 or 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) before any postponement or adjournment of the Meeting;

- You may deliver a signed written statement stating that you want to revoke your form of proxy to our transfer agent, TSX Trust Company, by courier to its offices at 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, Attn: Proxy Department, by fax to 416-595-9593, or by any other electronic means at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the proxy is to be used; or

- You may revoke your form of proxy in any other manner permitted by law.

If as a Registered Shareholder you are using your Control Number to log into the Meeting, you will be provided the opportunity to vote by online ballot at the appropriate time on the matters put forth at the Meeting. If you have already voted by proxy and you vote again during the online ballot at the Meeting, your online vote during the Meeting will revoke your previously submitted proxy. If you have already voted by proxy and do not wish to revoke your previously submitted proxy, do not vote again during the online ballot vote.
Non-Registered Holders who wish to change their vote must arrange for their respective Intermediaries to revoke the proxy on their behalf. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

**Who can I contact if I have additional questions or need assistance?**

If you have any questions about this Circular or the matters described in this Circular, please contact your professional advisor. If you would like additional copies, without charge, of this Circular or you have any questions or require assistance with voting your proxy, please contact Guyana Goldfields’ strategic shareholder and communications advisor and proxy solicitation agent, Kingsdale Advisors, at 1.800.775.1986 toll free in North America, or call collect outside North America at +1.416.867.2272 or by e-mail at contactus@kingsdaleadvisors.com.
HOW TO PARTICIPATE IN THE VIRTUAL MEETING

Important Information about Guyana Goldfields’ virtual Meeting

As a result of the COVID-19 pandemic, to mitigate risks to the health and safety of our employees, Shareholders, communities and other stakeholders, we will hold our Meeting in a virtual only format, which will be conducted via live webcast.

Below are some frequently asked questions regarding the virtual meeting format for our Meeting.

How can I participate and vote in the Meeting?

Registered Shareholders

Registered Shareholders can access and vote at the Meeting during the live webcast as follows:

(a) Go to https://web.lumiagm.com/275264504 in a web browser (not a Google search) on a smartphone, tablet or computer 30 minutes prior to the start of the Meeting. The latest versions of Chrome, Safari, Edge and Firefox will be needed. Please ensure the browser being used is compatible by logging in early. You should allow ample time to check into the virtual Meeting to check compatibility and complete the related procedures. PLEASE DO NOT USE INTERNET EXPLORER.

(b) Select “I have a control number” and enter your Control Number (your Control Number is located on your form of proxy) and the password: “GUY2020” (case sensitive).

(c) Follow the instructions to access the Meeting and vote when prompted.

Even if you currently plan to participate in the virtual Meeting, you should consider voting your Company Shares by proxy in advance so that your vote will be counted if you later decide not to attend the Meeting or in the event that you are unable to access the Meeting for any reason. If you access and vote on any matter at the Meeting during the live webcast, then your online vote during the Meeting will revoke your previously submitted proxy.

Duly Appointed Proxyholders

Registered Shareholders who wish to appoint a third party other than the management nominees identified on the form of proxy to vote online at the Meeting must first submit their proxy form indicating who they are appointing. The Registered Shareholder must then register the proxyholder with TSX Trust Company in advance of the Meeting by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form, which can be found at https://tsxtrust.com/resource/en/75.

Similarly, Non-Registered Shareholders who wish to attend and vote at the Meeting must first appoint themselves as proxyholder by submitting their VIF. Non-Registered Shareholders must then register the proxyholder with TSX Trust Company in advance of the Meeting by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form, which can be found at https://tsxtrust.com/resource/en/75.

Note, if a Shareholder wishes to appoint a proxyholder (including if a Non-Registered Shareholder wishes to appoint themselves as proxyholder), it is the Shareholder’s responsibility to obtain, and if applicable, subsequently provide the Control Number to the proxyholder they are appointing prior to the Meeting. Failure to register the proxyholder with TSX Trust Company by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form will result in them not receiving a Control Number for themselves or the third party proxyholder (as applicable), which is needed to participate in the Meeting. Consequently, they or the third party proxyholder will only be able to attend as a guest.

Once duly appointed and registered, proxyholders, including Non-Registered Shareholders who have appointed themselves or another person as proxyholder, then can access and vote at the Meeting during the live webcast as follows:
(a) Go to https://web.lumiagm.com/275264504 in a web browser (not a Google search) on a smartphone, tablet or computer 30 minutes prior to the start of the Meeting. The latest versions of Chrome, Safari, Edge and Firefox will be needed. Please ensure the browser being used is compatible by logging in early. Proxyholders should allow ample time to check into the virtual Meeting to check compatibility and complete the related procedures. PLEASE DO NOT USE INTERNET EXPLORER.

(b) Select “I have a control number” and enter your Control Number (the Control Number will be provided by TSX Trust Company to you in accordance with the procedures outlined in this Circular, to the extent you registered the proxyholder by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form) and the password: “GUY2020” (case sensitive). Note, it is your responsibility to obtain and, if applicable, subsequently provide the Control Number to the third party you have appointed prior to the Meeting.

(c) Follow the instructions to access the Meeting and vote when prompted.

Non-Registered Shareholders

Non-Registered Shareholders who have not duly appointed themselves as proxy will not be able to vote online at the Meeting. They will be able to join a live webcast of the Meeting by going to https://web.lumiagm.com/275264504, clicking on “I am a guest” and filling in the form.

When can I join the Meeting online?

You may begin to log into the Lumi online platform beginning at 10:00 a.m. (Toronto time) on July 27, 2020. The Meeting will begin promptly at 10:30 a.m. (Toronto time) on July 27, 2020.

How can I ask questions?

While logged in for the Meeting, Registered Shareholders and duly appointed proxyholders (including Non-Registered Shareholders who have appointed themselves as proxyholder) will be able to submit questions online by selecting the messaging icon button. Type your message within the chat box at the bottom of the messaging screen. Once you are happy with your message click the send button. Questions sent via the Lumi online platform will be moderated before being sent to the Chair. Messages can be submitted at any time as prompted by the Chair during the Meeting until the Chair closes the session.

What if I have misplaced my Control Number?

If you are a Registered Shareholder or a Non-Registered Shareholder who has appointed themselves as proxyholder and you have misplaced your Control Number, you can contact TSX Trust Company at tsxtrustproxyvoting@tmx.com up until 10:00 a.m. (Toronto time) on July 27, 2020 to get your Control Number.

If you are a Shareholder who has duly appointed a third party proxyholder, who has misplaced the Control Number you previously provided them, you can contact TSX Trust Company for and on behalf of the third party proxyholder at tsxtrustproxyvoting@tmx.com up until 10:00 a.m. (Toronto time) on July 27, 2020 to get them the Control Number.

Where can I find additional information?

For additional information about how to vote at the Meeting, please see “General Proxy Information - How to Access and Vote at the Meeting” on page 33.

What if I have additional questions?

Shareholders who would like to communicate with the Board should send correspondence to the attention of the Non-Executive Chair of the Board, Guyana Goldfields Inc., 375 University Avenue, Suite 802, Toronto, ON M5G 2J5 or by email at GBoard@guygold.com.
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INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR

The information contained in this Circular, unless otherwise indicated, is given as of June 23, 2020.

No broker, dealer, salesperson or other Person has been authorized to give any information or to make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, such information or representation must not be relied upon and should not be considered to have been authorized by the Company. This Circular does not constitute an offer or a solicitation of any securities, or the solicitation of a proxy, by any Person in any jurisdiction in which such an offer or solicitation is not authorized or in which the Person making such offer or solicitation is not qualified to do so or to any Person to whom it is unlawful to make such an offer or proxy solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection with the matters considered in this Circular.

THE ARRANGEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY, NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Information Contained in this Circular Regarding the Purchaser, the Purchaser Affiliate and Zijin.

The information concerning the Purchaser, the Purchaser Affiliate and Zijin contained in this Circular has been provided by the Purchaser and Zijin for inclusion in this Circular. In the Arrangement Agreement, each of the Purchaser and Zijin provided a covenant to Guyana Goldfields that it would promptly notify Guyana Goldfields if, at any time before the Effective Date, it becomes aware that the Circular contains a misrepresentation or otherwise requires an amendment or supplement to the Circular. Although Guyana Goldfields has no knowledge that would indicate that any statements contained herein relating to the Purchaser, the Purchaser Affiliate and Zijin are untrue or incomplete, neither Guyana Goldfields nor any of its officers or directors assumes any responsibility for the accuracy or completeness of the information relating to the Purchaser, the Purchaser Affiliate or Zijin, or for any failure by the Purchaser or Zijin to disclose facts or events that may have occurred or may affect the significance or accuracy of any such information but which are unknown to Guyana Goldfields.

Cautionary Note Regarding Forward-Looking Statements and Risks

This Circular contains “forward-looking statements” and “forward-looking information” collectively referred to herein as “forward looking statements” within the meaning of the applicable Securities Laws that are based on expectations, estimates and projections as at the date of this Circular. These forward-looking statements include but are not limited to statements and information concerning: the Arrangement; the timing of the Meeting; covenants of Guyana Goldfields and the Purchaser, the Purchaser Affiliate and Zijin; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement to the Parties and Shareholders; any increase in the cost of completing the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; statements relating to the business related to Guyana Goldfields after the date of this Circular and prior to the Effective Time; Shareholder approval of the Arrangement Resolution and the Stated Capital Resolution; receipt of court approval of the Arrangement; receipt of all required regulatory approvals to complete the Arrangement, including the PRC Approvals and the Investment Canada Act Clearance; Guyana Goldfields’ ability to borrow under the Loan Agreement; fluctuations and changes in Zijin’s or Guyana Goldfields’ operations, financial results and public disclosure; the de-listing of the Company Shares from the TSX; fluctuations in market perception of Guyana Goldfields and the market price of the Company Shares; the impact of currency fluctuations; requirements for additional capital; and other events or conditions that may occur in the future.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as “expects”, or “does not expect”, “is expected”, “anticipates” or “does not anticipate”, “plans”, “budget”, “scheduled”, “forecasts”, “estimates”, “believes” or “intends” or variations of such words and phrases or stating that certain actions, events or
results “may” or “could”, “would”, “might”, or “will” be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements.

These forward-looking statements are based on the beliefs of Guyana Goldfields’ management as well as on assumptions, which such management believes to be reasonable based on information currently available at the time such statements were made. However, there can be no assurance that the forward-looking statements will prove to be accurate. In respect of forward-looking statements concerning the anticipated benefits of the Arrangement and the anticipated timing for completion of the Arrangement, the Company has relied on certain assumptions that it believes are reasonable as of the date of this Circular, including assumptions as to the ability of the Parties to receive, in a timely manner and on satisfactory terms, the necessary regulatory, court and Shareholder approvals; the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; and other expectations and assumptions concerning the Arrangement. The anticipated dates provided may change for a number of reasons, including unforeseen delays in the holding of the Meeting, the inability to secure the necessary regulatory, court and Shareholder approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the Arrangement. Accordingly, readers should not place undue reliance on the forward-looking statements in this Circular.

By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of Guyana Goldfields to be materially different from any future results, performance or achievements expressed or implied by the forward looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors that could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the risk factors described in this Circular under the heading “Information Concerning the Arrangement – Risks Associated with the Arrangement”, as follows: the Arrangement Agreement may be terminated in certain circumstances; there can be no certainty that all conditions precedent to the Arrangement will be satisfied; the Company will incur certain costs even if the Arrangement is not completed, including its obligation to pay the Expense Reimbursement Amount or the Termination Amount to the Purchaser in certain circumstances; Guyana Goldfields directors and senior officers may have interests in the Arrangement that are different from those of the Shareholders; the market price for the Company Shares may decline if the Arrangement Agreement is terminated; the disposition of Company securities under the Arrangement may be subject to Canadian income tax or other income tax; risks related to potential adverse effect of the recent COVID-19 pandemic; as well as that Shareholder Approval of the Arrangement Resolution and the Stated Capital Resolution may not be obtained; general business, economic, competitive, political, regulatory and social uncertainties; risks related to factors beyond the control of Guyana Goldfields, the Purchaser or Zijin; currency fluctuations; influence of third party stakeholders; conflicts of interest; other risks related to the Company Shares, including price volatility due to events that may or may not be within the Company’s control; disruptions or changes in the credit or security markets; global economic climate; and regulatory risks. This list is not exhaustive of the factors that may affect any of the forward-looking statements of Guyana Goldfields. Additional risks and uncertainties regarding the Company are described in its annual information form for the year ended December 31, 2019, its management discussion and analysis for the three months ended March 31, 2020 and its management discussion and analysis for the year ended December 31, 2019, all of which are available on the Company’s SEDAR profile at www.sedar.com.

Guyana Goldfields does not intend, and does not assume any obligation, to update any forward-looking statements, other than as required by applicable law. For all of the foregoing reasons, Shareholders should not place undue reliance on forward-looking statements.
Non-IFRS Measures

The Company has included AISC as a non-IFRS performance measure in this Circular. This measure is not defined under IFRS and should not be considered in isolation. The Company believes that this measure, together with measures determined in accordance with IFRS, provide Shareholders with an improved ability to evaluate the underlying performance of the Company. The inclusion of this measure is meant to provide additional information and should not be used as a substitute for performance measures prepared in accordance with IFRS. This measure is not necessarily standard and therefore may not be comparable to similar measures presented by other issuers. For a reconciliation of the numbers related to this measure, please refer to Company’s management discussion and analysis for its most recently completed fiscal year.

Notice to United States Security Holders

THE ARRANGEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Guyana Goldfields is incorporated under the laws of Canada and is a “foreign private issuer” as defined under Rule 3b-4 under the U.S. Exchange Act. The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, this Circular has been prepared in accordance with disclosure requirements applicable in Canada, and the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and Securities Laws. Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the U.S. Exchange Act.

The financial statements and information included in this Circular have been prepared in accordance with IFRS and are subject to Canadian auditing and auditor independence standards and thus may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles and auditor independence standards.

Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States and Canadian tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction. See “Certain Canadian Federal Income Tax Considerations” and “Certain United States Federal Income Tax Considerations.”

The enforcement by investors of civil liabilities under United States securities laws may be affected adversely by the fact that Guyana Goldfields, the Purchaser and Zijin are incorporated or organized outside the United States, that some or all of the respective officers and directors of Guyana Goldfields, the Purchaser and Zijin are not residents of the United States, and that assets of Guyana Goldfields, the Purchaser and Zijin and said persons are located outside the United States. As a result, it may be difficult or impossible for Guyana Goldfields U.S. Shareholders to effect service of process within the United States upon Guyana Goldfields, the Purchaser and Zijin, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States. In addition, the Company’s U.S. Shareholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States.
Reporting Currency

Except as otherwise indicated in this Circular, all dollar amounts are reported in the currency of United States. Where there are references to Canadian dollars, such dollar amounts are referenced as “C$” or “Canadian dollars”.
GLOSSARY OF TERMS

In this Circular and accompanying Notice of Meeting, unless there is something in the subject matter inconsistent therewith, the following terms will have the respective meanings set out below, words importing the singular number will include the plural and vice versa and words importing any gender will include all genders.

“2019 LOM Review” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“2019 Technical Report” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“Acceptable Confidentiality Agreement” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Covenants of Guyana Goldfields Regarding Non-Solicitation - General Prohibition on Non-Solicitation”.

“Acquisition Proposal” means, other than the transactions contemplated by the Arrangement Agreement and any transaction involving only the Company and/or one or more of its wholly-owned subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons other than the Purchaser or one or more of its affiliates relating to: (i) any direct or indirect sale or disposition (or any lease, long-term supply agreement, licence or other arrangement having the same economic effect as a sale) of assets of the Company or any of its subsidiaries (including any voting or equity securities of any of the Company’s subsidiaries) representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings, of the Company and its subsidiaries taken as whole (in each case based on the consolidated financial statements of the Company most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any Person or group of Persons acting jointly or in concert within the meaning of Securities Laws, of Company Shares (including securities convertible into or exercisable or exchangeable for Company Shares) representing, when taken together with the Company Shares of the Company (including securities convertible into or exercisable or exchangeable for Company Shares) held by any such Person or group of Persons, 20% or more of the Company Shares (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for Company Shares), in either case whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other similar transaction involving the Company or any of its subsidiaries, and whether in a single transaction or a series of related transactions.

“AISC” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“Allowable Capital Loss” has the meaning set out under the heading “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains or Capital Losses”.

“Approved Budget” means the cash flow projection of the Company through to December 31, 2020 as agreed by the Company and the Purchaser.

“Arrangement” means an arrangement under Section 192 of the CBCA involving the Company and the Purchaser, on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of Guyana Goldfields and the Purchaser, each acting reasonably.

“Arrangement Agreement” means the arrangement agreement dated June 11, 2020 entered into by Guyana Goldfields, the Purchaser and Zijin (including the schedules thereto), as it may be amended, modified or supplemented from time to time in accordance with its terms.

“Arrangement Resolution” means the special resolution approving the Plan of Arrangement to be considered at the Meeting by the Shareholders entitled to vote thereon pursuant to the Interim Order, to be substantially in the form and content of Appendix A to this Circular.
“Articles of Arrangement” means the articles of arrangement of Guyana Goldfields in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form satisfactory to Guyana Goldfields and the Purchaser, each acting reasonably.

“Aurora Gold Mine” means the Company’s wholly-owned Aurora gold mine located in Guyana.

“Binedell Employment Agreement” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Termination and Change of Control Benefits - Leon Binedell”.

“Board” means the board of directors of Guyana Goldfields as constituted from time to time.

“Board Recommendation” has the meaning set out under the heading “Information Concerning the Arrangement - Recommendation of the Board”.

“Broadridge” means Broadridge Financial Solutions Inc.

“Business Day” means any day of the year, other than a Saturday, a Sunday or any day on which major banks are closed for business in Toronto, Ontario, the People’s Republic of China or Hong Kong or a national holiday in the People’s Republic of China or Hong Kong.

“Canaccord Genuity” means Canaccord Genuity Corp.

“CBCA” means the Canada Business Corporations Act and the regulations made thereunder.

“CBCA Director” means the Director appointed pursuant to Section 260 of the CBCA.

“CD&A” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis”.

“CEO” means Chief Executive Officer.

“Certificate of Arrangement” means the certificate of arrangement to be issued by the CBCA Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

“CFO” means Chief Financial Officer.

“Change in Recommendation” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”.

“CIM Standards” has the meaning set out under the heading “Information Contained in this Information Circular - Notice to United States Security Holders”.

“Circular” means this management information circular and the accompanying Notice of Meeting, including all schedules, appendices and exhibits to such management information circular, to be sent to the Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

“Code of Conduct” means the Code of Business Conduct and Ethics Policy adopted by the Board.

“Company” means Guyana Goldfields Inc.

“Company Assets” means all of the assets, Company Property (real or personal), Company Mineral Rights, permits, rights, licenses or other privileges (whether contractual or otherwise) of the Company and its subsidiaries.

“Company DSU Plans” means, collectively, (i) the Former DSU Plan and (ii) the New DSU Plan.

“Company DSUs” means the outstanding deferred share units issued pursuant to the Company DSU Plans.
“Company Filings” means all documents publicly filed under the profile of Guyana Goldfields on SEDAR since January 1, 2019.

“Company Locked-Up Shareholders” has the meaning set out under the heading “Information Concerning the Arrangement - Company Support & Voting Agreements”.

“Company Mineral Rights” means, collectively, the Company Property, and all material mineral interests and rights (including any mineral claims, mining claims, concessions, exploration licenses, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Laws or otherwise) of Guyana Goldfields and its subsidiaries, as set out under Schedule C of the Arrangement Agreement.

“Company Options” means the outstanding options to purchase Company Shares issued pursuant to the Company Stock Option Plan.

“Company Property” means all of the real properties owned by Guyana Goldfields or any of its subsidiaries, as set out under Schedule C of the Arrangement Agreement.

“Company PSUs” means the performance share units issued pursuant to the Company RSU Plans.

“Company RSU Plans” means, collectively, (i) the Former RSU Plan and (ii) the New RSU Plan.

“Company RSUs” means, collectively, at any time, the outstanding restricted share units and Company PSUs issued pursuant to the Company RSU Plans.

“Company Shares” means the common shares in the capital of Guyana Goldfields.

“Company Stock Option Plan” means the stock option plan of the Company last approved by Shareholders on May 1, 2018.

“Company Support & Voting Agreements” means each of the support and voting agreements dated June 11, 2020 between the Purchaser and each of the directors and officers of Guyana Goldfields.

“Confidential Information” means, in respect of a Party (the “Disclosing Party”), all information concerning the Disclosing Party that is made available by the Disclosing Party or any of its Representatives to the other Party (the “Receiving Party”) or any of its Representatives, whether in verbal, visual, written, electronic or other form, together, in each case, with all notes, memoranda, summaries, analyses, studies, compilations and other writings relating thereto or based thereon prepared by the Receiving Party or any of its Representatives; provide, however, that the term “Confidential Information” does not include information which (a) was in the possession of the Receiving Party before it was made available by the Disclosing Party or any of its Representative to the Receiving Party or any of its Representatives; (b) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; (c) is now, or hereafter becomes, available to the public other than as a result of disclosure prohibited by this Agreement; or (d) becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives and such source is not, to the knowledge of the Receiving Party following reasonable inquiry, under any obligation to the Disclosing Party to keep such information confidential.

“Consideration” means, in respect of each Company Share, C$1.85 in cash that the holder is entitled to receive pursuant to and in accordance with the Plan of Arrangement.

“Contract” means any legally binding agreement, commitment, engagement, contract, franchise, licence, obligation, arrangement or undertaking (written or oral), together with any amendments and modifications thereto, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound.

“Control Number” means the 12-digit control number printed on the form of proxy in connection with the Meeting.

“COO” means Chief Operating Officer.

“CSR” means corporate social responsibility.

“Court” means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

“Demand for Payment” has the meaning set out under the heading “Dissent Rights”.

“Depository” means TSX Trust Company.

“Dissent Notice” has the meaning given to such term under the heading “Dissent Rights”.

“Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

“Dissenting Shares” means Company Shares held by Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value of his, her or its Company Shares in accordance with the Arrangement Agreement.

“Dissenting Non-Resident Holder” has the meaning set out under the heading “Certain Canadian Federal Income Tax Consequences – Holders Not Resident in Canada – Dissenting Non-Resident Holders”.

“Dissenting Resident Holder” has the meaning set out under the heading “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Dissenting Resident Holders”.

“Dissenting Shareholder” means a Registered Shareholder who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder.

“Dissident Shareholders” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“DSU Participant” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans – Former DSU Plan” and under “Securities Authorized for Issuance under Equity Compensation Plans – New DSU Plan”.

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“Effective Time” means 12:01 a.m. on the Effective Date or such other time on the Effective Date as Guyana Goldfields and the Purchaser may agree to in writing before the Effective Date.

“Employment Agreements” has the meaning set out under the heading “Information Concerning the Arrangement - Termination Payments”.

“ESA” means the Employment Standards Act, 2000 (Ontario) as amended from time to time.

“Expense Reimbursement Amount” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Expenses and Expense Reimbursement”.

“Fairness Opinions” means the opinions of each of the Financial Advisors to the effect that, as of the date of such opinion, the consideration under the Arrangement is fair, from a financial point of view, to the Shareholders (other than Zijin).

“Fasken” means Fasken Martineau DuMoulin LLP.

“Final Order” means the final order of the Court made pursuant to Section 192 of the CBCA in a form acceptable to Guyana Goldfields and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Guyana Goldfields and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Guyana Goldfields and the Purchaser, each acting reasonably) on appeal.
“Financial Advisors” means RBC Capital Markets and Stifel GMP.

“Former DSU Plan” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Company DSU Plans”.

“Former RSU Plan” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Company RSU Plans”.

“Forward Looking Statements” has the meaning set out under the heading “Information Contained in this Information Circular - Cautionary Note Regarding Forward-Looking Statements and Risks”.

“Gold X” means Gold X Mining Corp.

“Government Official” means any official, employee, or representative of any Governmental Entity or public international organization, any political party or employee thereof, or any candidate for political office.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

“Gran Colombia” means Gran Colombia Gold Corp.

“Gran Colombia Proposal” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“Guyana Goldfields” means Guyana Goldfields Inc.

“Holloway Employment Agreement” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Termination and Change of Control Benefits - Perry Holloway”.

“HRCC” means the Human Resources & Compensation Committee of the Board.

“HSS&E” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Executive Compensation Program Oversight and Governance”.

“ICA COVID-19 Policy” has the meaning set out under the heading “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals - Policy Statement on Foreign Investment Review and COVID-19”.

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board.

“Insiders” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Company Mandatory Equity Ownership Policy”.

“Interested Lender” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“Interim Order” means the interim order of the Court made pursuant to Section 192 of the CBCA in a form acceptable to Guyana Goldfields and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting and the voting requirements with respect to the Arrangement Resolution, as such order may be amended by the Court with the consent of the Guyana Goldfields and the Purchaser, each acting reasonably.

“Intermediary” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.
“Investment Canada Act” means the Investment Canada Act (Canada).

“Investment Canada Act Clearance” or “ICA Clearance” means: either: (a) no notice has been given under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act within the prescribed period or, (b) if notice has been given under subsection 25.2(1) or subsection 25.3(2) of the Investment Canada Act, then either the Minister under the Investment Canada Act shall have sent to the Purchaser a notice under paragraph 25.2(4)(a) or paragraph 25.3(6)(b) of the Investment Canada Act, or the Governor in Council shall have issued an order under paragraph 25.4(1)(b) of the Investment Canada Act authorizing the transactions contemplated by this Agreement.

“IRS” means the U.S. Internal Revenue Service.

“Kalathil Employment Agreement” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Termination and Change of Control Benefits - Suresh Kalathil”.

“Key Regulatory Approvals” means the Regulatory Approvals identified in Schedule E of the Arrangement Agreement, being the PRC Approvals and the Investment Canada Act Clearance.

“Law” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, any policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“Legal Proceedings” means any litigation, action, application, suit, investigation, inquiry, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, criminal or arbitration proceeding or other similar proceeding, before or by any Governmental Entity (including any appeal or review thereof and any application for leave for appeal or review).

“Letter of Transmittal” means the letter of transmittal sent to Shareholders for use in connection with the Arrangement.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

“Loan Agreement” means that loan agreement dated June 11, 2020 between Guyana Goldfields as borrower and the Purchaser Affiliate as lender, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Loan Documents” has the meaning specified in the Loan Agreement.

“LTIP” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Long-Term Incentive Program”.

“Material Adverse Effect” means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or liabilities (contingent or otherwise) of the Company and its subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance resulting from, arising in connection with or related to: (a) any change or development generally affecting the industries or segments in which the Company and its subsidiaries operate or carry on their business; (b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, credit, commodities, securities or capital markets in Canada, the United States or globally; (c) any adoption, proposal, implementation or change in applicable Law or any interpretation of applicable Law by any Governmental Entity; (d) any change in IFRS or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business; (e) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster; (f) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism; (g) the commencement or continuation of an
epidemic, pandemic or other outbreak of illness or public health event, including the escalation or worsening thereof; (h) the announcement of the Arrangement Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company and/or any of its subsidiaries with any of its current or prospective employees, customers, shareholders, distributors, suppliers, counterparties, insurance underwriters or partners; or (i) any action taken (or omitted to be taken) by the Company or any of its subsidiaries which is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement or that is consented to by the Purchaser or Zijin in writing; (j) any matter which (i) has been publicly disclosed in the Company Filings prior to the date of the Arrangement Agreement or (ii) has been disclosed by the Company to the Purchaser; (k) any failure by the Company to meet any analysts’ estimates or expectations of the Company’s revenue, earnings or other financial performance or results of operations for any period, or any failure by the Company or any of its subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that, without limiting the applicability of clauses (a) through (j) and (l) of this definition, the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); and (l) any change in the market price or trading volume of any securities of the Company (it being understood that, without limiting the applicability of clauses (a) through (k) of this definition, the causes underlying such change may be taken into account in determining whether a Material Adverse Effect has occurred), or any suspension of trading in securities generally or on any securities exchange on which any securities of the Company trade, provided, however, that (A) with respect to clauses (a) through (g) of this definition, such matter does not have a materially disproportionate effect on the Company and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company and/or its subsidiaries operate, in which case such effect may be taken into account in determining whether a Material Adverse Effect in respect of the Company has occurred, and (B) references in the Arrangement Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred.

“Material Contract” means any Contract to which the Company or any of its subsidiaries is a party: (i) that relates to any streaming rights, royalty interests or other similar rights or interests in any of the Company; (ii) relating to indebtedness for borrowed money in excess of C$2.5 million or pursuant to which the Company or any of its subsidiaries has guaranteed the liabilities, obligations or indebtedness of any other Person; (iii) restricting, or which may in the future restrict, the incurrence of indebtedness by the Company or any of its subsidiaries (including by requiring the granting of an equal and rateable Lien), the incurrence of any Liens on any properties or assets of the Company or any of its subsidiaries, or the payment of dividends or other distributions by the Company or any of its subsidiaries; (iv) relating to or providing for the establishment, investment in, organization, formation, or governance of any joint venture, limited liability company or partnership with any other Person; (v) that creates an exclusive dealing arrangement or right of first offer or refusal that is material to the Company and its subsidiaries taken as a whole, to the benefit of a third party, other than joint operating agreements, bidding agreements and other industry standard agreements entered into in the Ordinary Course; (vi) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds C$2.5 million; (vii) that limits or restricts, or may in the future limit or restrict, the ability of the Company or any subsidiary to acquire any property, to engage in any line of business or to carry on business in any geographic area, or the scope of Persons to whom the Company or any of its subsidiaries may sell products or deliver services; (viii) that constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract, in the case of an option, with a gross amount of premium payable at the time of execution (based on the greater of fair market value or actual premium payable) of C$2.5 million or more or, in the case of any other transaction, with a gross notional amount of C$2.5 million or more; (x) under which the Company or any of its subsidiaries is obligated to make or expects to receive payments in excess of C$2.5 million over the remaining term; (xi) with any Governmental Entity; (xii) that constitutes an amendment, supplement, renewal or modification in respect of any of the foregoing; or (xiii) which, if terminated or if it ceased to be in effect, would have a Material Adverse Effect on the Company.

“Meeting” has the meaning set out under the heading “General Proxy Information - Solicitation of Proxies”.

“Misrepresentation” means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

“National Security Notice” has the meaning set out under the heading “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals - Investment Canada Act Clearance”.

“National Security Review” has the meaning set out under the heading “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals - Investment Canada Act Clearance”.

“NEOs” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis”.

“Net Benefit Ruling” has the meaning set out under the heading “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals - Investment Canada Act Clearance”.

“New DSU Plan” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Company DSU Plans”.

“New LOM Plan” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.


“New RSU Plan” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Company RSU Plans”.


“NOBOs” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.

“Non-Registered Holder” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.

“Non-Resident Holder” has the meaning set out under the heading “Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada”.

“Notice” has the meaning set out under the heading “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals - Investment Canada Act Clearance”.

“Notice of Meeting” means the notice of the Meeting accompanying this Circular.

“NYSE American” means the NYSE American LLC.

“OBOs” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.

“Offer to Pay” has the meaning set out under the heading “Dissent Rights”.

“Optionee” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Company Stock Option Plan”.

“Ordinary Course” means, with respect to an action taken by the Company or its subsidiary, that such action is consistent with the past practices of the Company or such subsidiary, and is taken in the usual and ordinary course of
the normal day-to-day operations of the business of the Company or such subsidiary; provided, however, that: (i) any reasonable action taken by the Company or any of its subsidiaries arising out of or related to any epidemic, pandemic or other outbreak of illness or public health event shall be deemed for the purposes of the Arrangement Agreement to have been taken by the Company or any of its subsidiaries in the Ordinary Course; and (ii) from and after the date of the Arrangement Agreement, any action taken by the Company or any of its subsidiaries that is reasonably necessary to implement or comply with the Approved Budget shall be deemed to have been taken by the Company or any of its subsidiaries in the Ordinary Course.

“Outside Date” means October 30, 2020, or such later date as may be agreed to in writing between the Company, the Purchaser and Zijin.

“Parties” means Guyana Goldfields, the Purchaser and Zijin and “Party” means any one of them.

“PDAC” means the Prospectors & Developers Association of Canada.

“Peer Group” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Pay Peer Group”.

“Person” includes any individual, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including a Governmental Entity), syndicate or other entity, whether or not having legal status.

“PFIC” has the meaning set out under the heading “Certain United States Federal Income Tax Considerations - Certain United States Federal Income Tax Considerations - Treatment of the Arrangement”.

“PFIC Rules” has the meaning set out under the heading “Certain United States Federal Income Tax Considerations - Passive Foreign Investment Company Rules - Consequences of PFIC Status”.

“Plan of Arrangement” means the plan of arrangement, substantially in the form of Appendix C, subject to any amendments or variations to such plan made in accordance with the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of Guyana Goldfields and the Purchaser, each acting reasonably.

“PRC Approvals” means, collectively, all required approvals and notices related to the filing and notification requirements of: (i) the National Development and Reform Commission of the People’s Republic of China; (ii) the Ministry of Commerce of the People’s Republic of China; and (iii) the State Administration of Foreign Exchange of the People’s Republic of China.

“Proxy Solicitation Materials” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.

“Proxy” means the form of proxy which accompanies this Circular for use at the Meeting.

“Purchaser” means 12049163 Canada Inc., a wholly-owned subsidiary of Zijin.

“Purchaser Affiliate” means Gold Mountains (H.K.) International Mining Company Limited, a wholly-owned subsidiary of Zijin.

“Purchaser Termination Fee Event” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination Fees - Termination Amount Event”.

“QEF Allocation Rules” has the meaning set out under the heading “Certain United States Federal Income Tax Considerations - Passive Foreign Investment Company Rules - QEF Election”.

“Qualified Electing Fund” or “QEF” has the meaning set out under the heading “Certain United States Federal Income Tax Considerations - Passive Foreign Investment Company Rules - QEF Election”.

“Record Date” means June 23, 2020.

“Registered Shareholder” means a registered holder of Company Shares as recorded in the shareholder register of the Company.

“Regulatory Approval” means, in respect of a Party, any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required to be obtained or made by such Party in connection with the Arrangement or otherwise necessary to permit the Parties to complete their obligations under the Arrangement Agreement.

“Representatives” means, collectively, with respect to the Company’s officers, directors, employees, representative (including any financial or other advisor) or agent of the Company or of any of its subsidiaries.

“Resident Holder” has the meaning set out under the heading “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada”.

“Restricted Period” has the meaning set out under the heading “Securities Authorized for Issuance under Equity Compensation Plans - Former RSU Plan” and in “Securities Authorized for Issuance under Equity Compensation Plans - New RSU Plan”.

“Reverse Termination Amount” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination Fees - Termination Amount Event”.

“Reviewable Transaction” has the meaning set out under the heading “Information Concerning the Arrangement Regulatory Matters and Approvals - Regulatory Approvals - Investment Canada Act Clearance”.

“RPA” means Roscoe Postle Associates Inc.

“Say on Pay Advisory Resolution” has the meaning set out under the heading “Annual Matters - Say on Pay Advisory Resolution”.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Authorities” means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

“Securities Laws” means the Securities Act (Ontario) and any other applicable Canadian provincial securities laws, rules and regulations and published policies thereunder.


“SEDAR” means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities.

“Senior Employees” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Compensation Clawback Policy”.

“Shareholder” means a holder of one or more Company Shares.

“Shareholder Approval” means the approval of the Arrangement Resolution and the Stated Capital Resolution by at least 66⅔% of the votes cast on the Arrangement Resolution and the Stated Capital Resolution by the Shareholders present at the virtual Meeting or by proxy at the Meeting, with each Shareholder entitled to one vote for each Company Share held by such holder.

“Silvercorp” means Silvercorp Metals Inc.

“Silvercorp Amending Agreement” means the amending agreement dated May 16, 2020 to the arrangement agreement dated April 26, 2020 entered into between the Company and Silvercorp.
“Silvercorp Arrangement” means the proposed arrangement under Section 192 of the CBCA involving the Company and Silvercorp, on the terms and subject to the conditions set out in, among other things, the Silvercorp Arrangement Agreement.  

“Silvercorp Arrangement Agreement” means the arrangement agreement entered between the Company and Silvercorp dated April 26, 2020, as amended by the Silvercorp Amending Agreement on May 16, 2020, and which was terminated by the Company on June 11, 2020.  

“Silvercorp Support & Voting Agreements” means each of the support and voting agreements dated April 26, 2020 between Silvercorp and each of the directors and officers of Guyana Goldfields, all of which were automatically terminated effective June 11, 2020 upon the termination by the Company of the Silvercorp Arrangement Agreement.  

“Silvercorp Loan Agreement” means the loan agreement entered between Silvercorp and the Company dated April 26, 2020, which was terminated by the Company on June 11, 2020.  

“Silvercorp Revised Proposal” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.  

“Silvercorp Share” means a common share of Silvercorp.  

“Silvercorp Termination Amount” means the amount of C$9 million that was paid to Silvercorp on June 11, 2020, in connection with the termination of the Silvercorp Arrangement Agreement in accordance with its terms.  

“Stated Capital Reduction” means the reduction in the stated capital of the Company Shares in order to satisfy the requirements of Section 192(2) of the CBCA in respect of the Arrangement.  

“Stated Capital Resolution” means the special resolution of Shareholders approving the Stated Capital Reduction.  

“STIP” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Short Term Incentive Program”.  

“Stifel GMP” means Stifel Nicolaus Canada Inc.  

“Subject Shares” means all of the Company Shares owned by each Company Locked-Up Shareholder described in the Company Support & Voting Agreement executed by such Company Locked-Up Shareholder, together with any additional Company Shares acquired by such Company Locked-Up Shareholder at any time from the date of the Company Support & Voting Agreement.  

“Superior Proposal” means any bona fide written Acquisition Proposal from a Person or group of Persons who is at arm’s length to the Company to acquire not less than all of the outstanding Company Shares (other than the Company Shares beneficially owned by the Person or group of Persons making such Superior Proposal) or all or substantially all of the assets of the Company on a consolidated basis: (i) that did not result from or involve a breach of Article 5 of the Arrangement Agreement, (ii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; (iii) that is not subject to any financing contingency and in respect of which, to the satisfaction of the Board, acting in good faith, adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Company Shares or assets, as the case may be; (iv) that is, as at the date the Company provides the Superior Proposal Notice to the Purchaser, not subject to any due diligence or access condition; and (v) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its financial advisors and its outside legal advisors and after taking into account all the terms and conditions of the Acquisition Proposal, that the Acquisition Proposal would, if completed in accordance with its terms (but without assuming away any risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to the Arrangement Agreement).  

“Superior Proposal Notice” has the meaning set out under the heading “Information Concerning the Arrangement Agreement - The Arrangement Agreement - Covenants of Guyana Goldfields Regarding Non-Solicitation”.
“Superior Proposal Notice Period” has the meaning set out under the heading “Information Concerning the Arrangement Agreement - The Arrangement Agreement - Covenants of Guyana Goldfields Regarding Non-Solicitation”.

“Tax Act” means the Income Tax Act (Canada) and all regulations made thereunder and all amendments thereto.

“Taxable Capital Gain” has the meaning set out under the heading “Certain Canadian Federal Income Tax Considerations - Taxation of Capital Gains or Capital Losses”.

“Taxes” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, escheat, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) for or to or in respect of any other Person, including as a result of being a member of an affiliated, consolidated, combined or unitary group for any period or by virtue of any statute (including under Sections 159 and 160 of the Tax Act); and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“Termination Amount” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination Fees - Termination Amount Event”.

“Termination Amount Event” has the meaning set out under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination Fees - Termination Amount Event”.

“Treasury Regulations” means the provisions of the U.S. Tax Code, existing final and temporary regulations promulgated thereunder.

“TSX” means the Toronto Stock Exchange.

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.


“U.S. Holder” has the meaning set out under the heading “Certain United States Federal Income Tax Considerations”.

“U.S. Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.


“VIF” has the meaning set out under the heading “General Proxy Information - Non-Registered Holders”.

“Zangari Employment Agreement” has the meaning set out in Appendix I under the heading “Compensation Discussion and Analysis - Termination and Change of Control Benefits - Lisa Zangari”.

“Zijin” means Zijin Mining Group Co., Ltd., together with, as the context requires, its affiliates.
“Zijin Initial Proposal” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.

“Zijin Revised Proposal” has the meaning set out under the heading “Information Concerning the Arrangement - Background to the Arrangement”.
SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information contained elsewhere in the Circular, including the appendices hereto. Capitalized terms have the meanings ascribed to such terms in the Glossary of Terms included at the beginning of this Circular. This summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein.

The Meeting and Record Date

The Meeting will be held at https://web.lumiagm.com/275264504 on July 27, 2020 commencing at 10:30 a.m. (Toronto time).

There is no physical location for the Meeting. The Meeting will be held in a virtual only format, which will be conducted via live audio webcast. At the virtual Meeting, Registered Shareholders, and duly appointed proxyholders, regardless of geographic location, will be able to participate and have an equal opportunity to ask questions, and vote real time at the Meeting, provided they are connected to the internet and have logged in at https://web.lumiagm.com/275264504. Non-Registered Shareholders must carefully follow the procedures set out in the Circular in order to vote virtually and ask questions through the live webcast. Non-Registered Shareholders who do not follow the procedures set out in the Circular and who have not duly appointed themselves as proxyholder will nonetheless be able to view a live webcast of the Meeting as guests, but will not be able to ask questions or vote. You have to be connected to the internet at all times to be able to vote – it is your responsibility to make sure you stay connected for the entire meeting.

The Board has fixed June 23, 2020 as the record date for the determination of the Shareholders entitled to receive notice of, and vote at, the Meeting. Only holders of record at the close of business on the Record Date will be entitled to vote at the Meeting and at any adjournment thereof.

In addition to the consideration of the annual meeting matters set out under the heading “Annual Matters”, the purpose of the Meeting is for Shareholders to consider and, if deemed advisable, pass the Arrangement Resolution and the Stated Capital Resolution. To be effective, the Arrangement Resolution and the Stated Capital Resolution must be approved by not less than two-thirds of the votes cast on such resolutions by Shareholders present at the virtual Meeting or represented by proxy at the Meeting.

Purpose of the Arrangement

The purpose of the Arrangement is for the Purchaser to acquire all the outstanding Company Shares of Guyana Goldfields not already owned by Zijin. Shareholders of Guyana Goldfields (other than Zijin and Dissenting Shareholders) will receive C$1.85 in cash for each Company Share held. All Company Options, Company RSUs and Company DSUs will be cancelled in exchange for a cash payment from Guyana Goldfields in accordance with the terms of the Plan of Arrangement.

Parties to the Arrangement

Guyana Goldfields is a corporation incorporated under the CBCA. The principal and head office of Guyana Goldfields is located at 375 University Avenue, Suite 802, Toronto, Ontario M5G 2J5. The Company Shares are listed for trading on the TSX under the symbol “GUY”.

The Purchaser is a corporation existing under the laws of Canada. The registered office of the Purchaser is located at 550 Burrard Street, Suite 2300, Bentall 5, Vancouver, British Columbia, V6C 2B5, Canada.

Zijin is a corporation existing under the laws of the People’s Republic of China. The principal and head office of Zijin is located at 38/F., Tower B, AVIC-ZIJIN Plaza, 1811 Huandao East Road, Xiamen, China.

See “Information Concerning the Company” and “Information Concerning the Purchaser and Zijin”.
Principal Steps of the Arrangement

Under the Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur in the following order, except where stated otherwise, without any further act or formality:

(a) each Company Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be assigned and transferred to the Company by the holder thereof in exchange for a cash payment from the Company equal to the amount, if any, by which the Consideration exceeds the exercise price of such Company Option less applicable withholdings and such Company Option and the Company Stock Option Plan shall be immediately cancelled and terminated, respectively;

(b) concurrently with the steps in (a), each Company DSU outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings and the Company DSUs and the Company DSU Plans will be cancelled and terminated, respectively;

(c) concurrently with the steps in (a) and (b), each Company RSU outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings and the Company RSUs and the Company RSU Plans will be cancelled and terminated, respectively;

(d) immediately after steps (a), (b) and (c) above, each Company Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of his, her or its Dissenting Shares shall be and shall be deemed to be transferred to the Purchaser free and clear of all liens in consideration for a debt claim against the Purchaser in an amount equal to the fair value of such Dissenting Shares determined and payable in accordance with the Plan of Arrangement; and

(e) concurrently with step (d), each Company Share outstanding immediately prior to the Effective Time (other than Dissenting Shares and the Company Shares directly owned by the Purchaser or Zijin) shall be and shall be deemed to be transferred to the Purchaser free and clear of all liens in exchange for the Consideration less applicable withholdings.

See “Information Concerning The Arrangement – Principal Steps of the Arrangement” in this Circular or the Arrangement Agreement, a copy of which is attached as Appendix D to this Circular.

Background to the Arrangement

The provisions of the Arrangement Agreement are the result of arm’s length negotiations conducted between representatives of Guyana Goldfields, Silvercorp and Zijin. A summary of the material events leading up to the negotiation of the Arrangement Agreement and the material meetings, negotiations and discussions between the parties that preceded the execution and public announcement of the Arrangement Agreement is included in this Circular under the heading “Information Concerning the Arrangement – Background to the Arrangement”.

Recommendation of the Board

After careful consideration, the Board unanimously determined that the Arrangement is in the best interests of Guyana Goldfields and is fair to Shareholders (other than Zijin). The Board unanimously recommends that Shareholders vote FOR the Arrangement Resolution and FOR the Stated Capital Resolution.

See “Information Concerning the Arrangement – Recommendation of the Board”.

Reasons for the Arrangement

In the course of its evaluation of the Arrangement, the Board consulted with Guyana Goldfields’ management, its financial and legal advisors, and considered a number of factors, including the following:

(a) *The Arrangement is superior to the Silvercorp Arrangement.* The Board, after consultation with its financial and legal advisors, determined that the Arrangement is superior to the Silvercorp Arrangement, which the Company terminated as of June 11, 2020 in accordance with the terms of the Silvercorp Arrangement Agreement to enter into the Arrangement Agreement. See “Information Concerning the Arrangement - Background to the Arrangement”.

(b) *Significant premium.* The consideration of C$1.85 per Company Share represents a (i) 427% premium to the volume weighted average price of the Company Shares on the TSX for the 20 trading days ended April 24, 2020 (the last trading day prior to the date that the Company announced that it had entered into the Silvercorp Arrangement Agreement), and (ii) 35% premium to the implied value of the consideration offered pursuant to the Silvercorp Arrangement (based on the closing price of the common shares of Silvercorp on the TSX as of June 3, 2020, the date that the Company announced that the Zijin Revised Proposal constituted a Superior Proposal (as defined under the Silvercorp Arrangement Agreement)).

(c) *Certainty of value.* The cash consideration payable to Shareholders under the Arrangement provides for certainty of value and immediate liquidity.

(d) *Credibility of Zijin.* The Purchaser’s obligations, including its obligation to pay the Consideration, have been guaranteed by Zijin. Zijin is credit worthy, committed, has a track record of completing transactions, including in the Canadian capital markets, and has the ability to complete the Arrangement.

(e) *No financing condition.* The Arrangement is not subject to a financing condition and the Purchaser, as guaranteed by Zijin, has the financial capacity to consummate the Arrangement.

(f) *A strong financial position.* Zijin has a strong balance sheet and a robust cash flow profile, which provides access to capital and for the funding needed for the development of the next phase of the Aurora Gold Mine avoiding the need for the Company to raise significant capital.

(g) *Loan Agreement.* The Loan Agreement allows the Company to fund ongoing operations at the Aurora Gold Mine, including costs related to temporary care and maintenance, as well as for certain working capital and general corporate purposes.

(h) *Fairness opinions.* The Board has received fairness opinions from each of the Financial Advisors to the effect that, as at the date of their respective fairness opinions, and subject to the assumptions, limitations and qualifications set out therein, the consideration under the Arrangement is fair, from a financial point of view, to Shareholders (other than Zijin).

(i) *Support of Guyana Goldfields directors and officers.* All of the directors and officers of the Company have entered into the Company Support & Voting Agreements pursuant to which they have agreed, among other things, to vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution. As of the date of the Arrangement Agreement, such directors and officers collectively beneficially owned or exercised control or direction over an aggregate of 0.23% of the outstanding Company Shares.

(j) *Other factors.* The Board also considered the Arrangement with reference to the financial condition and results of operations of the Company, as well as its prospects, strategic alternatives and competitive position, including the risks involved in achieving those prospects and pursuing those alternatives in light of current market conditions and the Company’s financial position.
In making its determinations and recommendations, the Board also observed that a number of procedural safeguards were in place and are present to permit the Board to represent the interests of the Company, the Shareholders and the Company’s other stakeholders. These procedural safeguards include, among others:

(a) **Role of independent directors.** The Board consists of five members, four of whom are independent of management (and all of whom are independent of the Purchaser and Zijin). Given the size of the board, the Board decided that it was not necessary or desirable to form a special committee; however, to manage the risk of actual or perceived conflicts of interests, during the course of the negotiation of the Silvercorp Arrangement and its subsequent termination and during the course of the negotiation of this Arrangement, the independent members of the Board met in camera on a regular basis to review and evaluate the Silvercorp Arrangement (terminated on June 11, 2020) and the Arrangement.

(b) **Ability to respond to Superior Proposal.** The Arrangement Agreement allows the Board to respond to unsolicited Acquisition Proposals that constitute or would reasonably be expected to constitute or lead to a Superior Proposal.

(c) **Termination fees.** The Board believes, after consultation with its financial and legal advisors, that (i) the nature and quantum of the Termination Amount is appropriate in the circumstances as an inducement for the Purchaser and Zijin to enter into the Arrangement Agreement and that it would not preclude a third party from potentially making a Superior Proposal, and (ii) the Reverse Termination Amount provides reasonable protection to the Company in the event the Arrangement Agreement is terminated as a result of the PRC Approvals having not been obtained prior to the Outside Date.

(d) **Shareholder approval.** The Arrangement must be approved by the affirmative vote of at least 66⅔% of the votes cast at the Meeting or by proxy on the Arrangement Resolution by the Shareholders.

(e) **Court approval.** The Arrangement must be approved by the Court, which will consider, among other things, the substantive and procedural fairness and the reasonableness of the Arrangement to the Shareholders.

(f) **Dissent Rights.** Registered Shareholders who oppose the Arrangement may, in strict compliance with certain conditions, exercise their Dissent Rights and receive the fair value of the Dissenting Shares in accordance with the Arrangement.

The Board also considered the risks relating to the Arrangement, including those matters described under the heading “Information Concerning the Arrangement - Risks Associated with the Arrangement”. The Board believes that, overall, the anticipated benefits of the Arrangement to Guyana Goldfields outweigh these risks.

The foregoing summary of the information and factors considered by the Board is not intended to be exhaustive, but includes the material information and factors considered by the Board in its consideration of the Arrangement. In view of the variety of factors and the amount of information considered in connection with the Board’s evaluation of the Arrangement, the Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Board may have assigned different weights to different factors in reaching their own conclusion as to the fairness of the Arrangement.

**The Arrangement Agreement**

The Arrangement will be effected in accordance with the Arrangement Agreement. A summary of the material terms of the Arrangement Agreement is set out under “Information Concerning the Arrangement - The Arrangement Agreement” in this Circular and is subject to and qualified in its entirety to the full text of the Arrangement Agreement.
Conditions

The respective obligations of the Purchaser, Zijin and Guyana Goldfields to complete the Arrangement are subject to a number of conditions which must be satisfied or waived by the mutual consent of each of the Parties in order for the Arrangement to become effective.

Mutual Conditions

(a) the Arrangement Resolution will have been approved by the Shareholders at the Meeting in accordance with the Interim Order;

(b) each of the Interim Order and Final Order will have been obtained on terms consistent with the Arrangement Agreement, and will not have been set aside or modified in any manner unacceptable to either Guyana Goldfields or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) each of the Key Regulatory Approvals will have been made, given or obtained, and each such Key Regulatory Approval will be in force and not modified in any material respect;

(d) the Articles of Arrangement to be sent to the Director under the CBCA in accordance with the Arrangement Agreement, will be in form and content satisfactory to Guyana Goldfields and the Purchaser, acting reasonably; and

(e) no Law in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins Guyana Goldfields or the Purchaser from completing the Arrangement, will have been enacted, issued, promulgated, enforced, made, entered, issued or applied.

Conditions in Favour of Guyana Goldfields

(a) the representations and warranties of the Purchaser and Zijin (i) as to organization and qualification, corporate authorization, execution and binding obligation and non-contravention of constating documents will be true and correct in all respects as of the Effective Time as if made at and as of such time; and (ii) as to all other representations and warranties will be true and correct in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not materially impede or materially delay the completion of the Arrangement, and in each case, the Purchaser and Zijin has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date;

(b) the Purchaser and Zijin will have fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date or which have not been waived by Guyana Goldfields and the Purchaser and Zijin have delivered a certificate confirming same to Guyana Goldfields, executed by two senior officers thereof (in each case without personal liability) addressed to Guyana Goldfields and dated the Effective Date; and

(c) subject to obtaining the Final Order and the satisfaction or waiver of all other conditions precedent in the Arrangement Agreement in its favour to be completed prior to the Effective Time, the Purchaser will have complied with its obligations regarding the deposit of the funds in respect of the Consideration and the Depositary will have confirmed receipt of the funds in respect of the Consideration.

Conditions in Favour of the Purchaser

(a) the representations and warranties of Guyana Goldfields (i) as to organization and qualification, corporate authorization, execution and binding obligation, non-contravention of constating
documents and brokers will be true and correct in all respects as of the Effective Time as if made at and as of such time; (ii) as to capitalization and subsidiaries will be true and correct in all respects (except for de minimis inaccuracies and changes as a result of the Arrangement) as of the Effective Time as if made at and as of such time; and (iii) as to all other representations and warranties will be true and correct in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Material Adverse Effect on Guyana Goldfields (and, for this purpose, any reference to “material”, “Material Adverse Effect” or other concepts of materiality in such representations and warranties shall be ignored) and, in each case, Guyana Goldfields has delivered a certificate confirming same to Purchaser, executed by two senior officers of Guyana Goldfields (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(b) Guyana Goldfields will have complied in all material respects with each of the covenants of Guyana Goldfields contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date, or which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser, executed by two senior officials of Guyana Goldfields (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(c) Guyana Goldfields will have delivered a title opinion in respect of the Company Property in form and substance satisfactory to the Purchaser acting reasonably;

(d) the aggregate number of Company Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 15% of the issued and outstanding Company Shares;

(e) there will not have occurred, since the date of the Arrangement Agreement, a Material Adverse Effect in respect of Guyana Goldfields that has not been cured; and

(f) certain members of the Guyana Goldfields senior management team or the Board will have entered into a litigation support agreement with Guyana Goldfields on terms and conditions acceptable to the Purchaser acting reasonably.

See “Information Concerning the Arrangement - The Arrangement Agreement - Conditions to Closing”.

Fairness Opinions

The Company engaged RBC Capital Markets to advise the Company in respect of seeking certain strategic alternatives. RBC Capital Markets has provided advice and its opinion in respect of the fairness, from a financial point of view, of the consideration to be received by the Shareholders (other than Zijin). In addition, the Board engaged Stifel GMP to provide advice and its opinion in respect of the fairness, from a financial point of view, of the consideration under the Arrangement to be received by the Shareholders (other than Zijin). The Financial Advisors have each delivered a Fairness Opinion, each of which concludes that, as of the date of their respective Fairness Opinions, and based upon and subject to the assumptions and limitations set out in each such Fairness Opinion, the consideration under the Arrangement is fair from a financial point of view to the Shareholders other than Zijin.

The full text of each of the Fairness Opinions, each of which sets forth, among other things, the assumptions made, methodologies used, matters considered and limitations on the review undertaken by each Financial Advisor, is attached as Appendix E and Appendix F to this Circular.

Neither of the Fairness Opinions constitute a recommendation to Shareholders with respect to the Arrangement Resolution. Shareholders are urged to read each of the Fairness Opinions in its entirety. The summary of each of the Fairness Opinions described in this Circular is qualified in its entirety by reference to the full text of such Fairness Opinion.
Loan Agreement

Concurrent with the execution of the Arrangement Agreement, the Purchaser Affiliate provided the Company bridge financing through a secured loan facility in a principal amount of $30 million, which amount may be drawn down by the Company in minimum draws of $1,000,000 and increments of $100,000. The Company has currently withdrawn $6.5 million from the secured loan facility, the proceeds of which were used to replenish the Company’s cash balance after the payment of the Silvercorp Termination Amount. The loan is secured by: (i) all of the Company’s present and after-acquired personal property; (ii) all of the present and after-acquired personal property of the Company’s Barbados subsidiary Aurora Gold (Barbados) Inc.; (iii) all of the present and after-acquired personal property of the Company’s Guyana subsidiary AGM Inc.; (iv) a pledge of the shares held by the Company in its Barbados subsidiary (Aurora Gold (Barbados) Inc.); and (v) a pledge of the shares held by Aurora Gold (Barbados) Inc. in AGM Inc. The loan bears interest at an initial rate of 12% per annum (or, upon the occurrence of certain triggering events, 14% per annum) to fund the Company’s expected liquidity shortfall between the signing of the Arrangement Agreement and the closing of the Arrangement.

The maturity date of the Loan Agreement is the 120th day after the Outside Date or, if earlier: (i) in the event that the Arrangement Agreement is terminated in accordance with its terms for any reason other than as a result of the failure of the Company to obtain the required shareholder approval, the 30th day following such termination; (ii) in the event the Arrangement Agreement is terminated in accordance with its terms for any other reason, the 120th day following such termination; or (iii) such earlier date on which the entire outstanding principal balance of the loans, together with all unpaid interest, fees, charges and costs become due and payable under the Loan Agreement, including without limitation, in connection with a termination of the Arrangement Agreement by the Company to accept a Superior Proposal or termination by the Purchaser Affiliate as lender as a result of a material breach by the Company of the non-solicitation provisions of the Arrangement Agreement or an intentional breach by the Company of its representations, warranties or other covenants contained in the Arrangement Agreement. The loan is subject to a prepayment premium in the amount of 3.5% of the total outstanding principal in the event the Loan Agreement is terminated in accordance with the circumstances described in clause (iii) of the previous sentence.

Interest on all loans will accrue at 12% per annum, which rate will increase to 14% if the Arrangement Agreement is terminated for any reason other than (i) a breach by the Purchaser of the Arrangement Agreement, or (ii) as a result of a certain material adverse effects in respect of the Purchaser.

The Company’s ability to borrow under the Loan Agreement is subject to prior completion of certain customary conditions.

Company Support & Voting Agreements

The Purchaser entered into Company Support & Voting Agreements as of June 11, 2020 with the all of the directors and officers of the Company, which set forth, among other things, the agreement of each Company Locked-Up Shareholder to vote, or cause to be voted, all of the Company Shares held by such Company Locked-Up Shareholder for the Arrangement Resolution and the Stated Capital Resolution at the Meeting and to deliver proxies to such effect in the manner described in the Company Support & Voting Agreements. The Company Support & Voting Agreements, and any proxies granted thereunder, automatically terminate upon the termination of the Arrangement Agreement. The Company Support & Voting Agreements may also be terminated by the Company Locked-Up Shareholder or the Purchaser in certain instances.

As of June 26, 2020, 404,800 of the issued and outstanding Company Shares were subject to the Company Support & Voting Agreements, representing approximately 0.23% of the outstanding Company Shares.

See “Information Concerning the Arrangement – Loan Agreement”. See “Information Concerning the Arrangement – Company Support & Voting Agreements”. 
Stated Capital Resolution

The Shareholders will also be asked to consider and, if deemed advisable, pass a resolution (the “Stated Capital Resolution”) approving the reduction of Guyana Goldfields’ stated capital attributable to the Company Shares in accordance with Section 38 of the CBCA. The Stated Capital Resolution is necessary under the CBCA in order to implement the Arrangement.

See “Information Concerning the Arrangement - Stated Capital Resolution”.

Shareholder Approval

Pursuant to the terms of the Interim Order, the Arrangement Resolution must, subject to further order of the Court, be approved by a resolution passed by 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders present at the virtual Meeting or by proxy at the Meeting, with each Shareholder entitled to one vote for each Company Share held by such holder.

The Stated Capital Resolution must also be approved by a resolution passed by 66⅔% of the votes cast on the Arrangement Resolution by the Shareholders present at the virtual Meeting or by proxy at the Meeting, with each Shareholder entitled to one vote for each Company Share held by such holder.

See “Information Concerning the Arrangement - Regulatory Matters and Approvals - Shareholder Approval”.

Court Approval of the Arrangement

An arrangement under the CBCA requires approval by the Court. On June 26, 2020, Guyana Goldfields obtained the Interim Order providing for the calling and holding of the Meeting, the grant of Dissent Rights and certain other procedural matters.

The full text of the Interim Order is set out in Appendix G to this Circular. Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Shareholders at the Meeting in the manner required by the Interim Order, Guyana Goldfields will re-attend before the Court for the issuance of the Final Order.

See “Information Concerning the Arrangement - Regulatory Matters and Approvals - Court Approvals”.

Regulatory Approvals

The Arrangement Agreement provides that receipt of the Key Regulatory Approvals, being the PRC Approvals and the ICA Clearance, is a condition precedent to the completion of the Arrangement.

See “Information Concerning the Arrangement - Regulatory Matters and Approvals - Regulatory Approvals”.

Completion of the Arrangement

Subject to the provisions of the Arrangement Agreement, the Arrangement will become effective at 12:01 a.m. (Toronto time) on the Effective Date. Subject to the satisfaction of all conditions precedent to completion of the Arrangement (including receipt of Shareholder Approval, the Final Order and the Key Regulatory Approvals), completion of the Arrangement is anticipated to occur in August 2020. See “Information Concerning the Arrangement – Effective Date of the Arrangement”.

After the Effective Date, Guyana Goldfields will be a subsidiary of the Purchaser. Following the closing of the Arrangement, the Company will be de-listed from the TSX and the Company will apply to securities regulatory authorities to cease being a reporting issuer in each of provinces of Canada.

Procedure for Exchange of Company Shares

A copy of the Letter of Transmittal, printed on blue paper, is enclosed with this Circular. In order to receive the Consideration, the enclosed Letter of Transmittal must be validly completed, duly executed and returned with the certificate(s) representing Company Shares and any other documentation as provided in the Letter of Transmittal, to the office of the Depositary specified on the final page of the Letter of Transmittal.
In the event that the Arrangement is not completed, such certificates representing the Company Shares will be promptly returned to the Registered Shareholder. If the Arrangement is completed, upon surrender to the Depositary of a duly completed Letter of Transmittal, printed on blue paper, the certificate(s) representing Company Shares and any other documentation as provided in the Letter of Transmittal, printed on blue paper, the Depositary shall (subject to any withholdings, if applicable and the terms of the Arrangement) deliver to such holder the Consideration, that the holder of such certificate(s) is entitled to pursuant to the Arrangement, other than Zijin, the Purchaser or if such holder is a Dissenting Shareholder.

Shareholders whose Company Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their nominee to deposit their Company Shares. Shareholders should carefully follow the instructions provided to them by their nominee.

See “Information Concerning the Arrangement - Exchange of Company Securities”.

Securities Laws and Considerations

Guyana Goldfields is a “reporting issuer” in each of the provinces of Canada and is currently listed on the TSX (symbol: GUY). Following the closing of the Arrangement, the Purchaser and Guyana Goldfields will take steps for Guyana Goldfields to have the Company Shares de-listed from the TSX and Guyana Goldfields will apply to securities regulatory authorities to cease being a reporting issuer in each of provinces of Canada.

See “Information Concerning the Arrangement - Securities Laws and Considerations.”

Dissent Rights

Registered Shareholders are entitled to dissent from the Arrangement Resolution in the manner provided in Section 190 of the CBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order.

Anyone who is a beneficial owner of Company Shares registered in the name of an Intermediary and who wishes to dissent should be aware that only Registered Shareholders are entitled to exercise Dissent Rights. A Registered Shareholder who holds Company Shares as an Intermediary for one or more beneficial owners, one or more of whom wish to exercise Dissent Rights, must exercise such Dissent Rights on behalf of such holder(s). All Dissent Notices must be received by Guyana Goldfields at its office located at Suite 802, 375 University Avenue, Toronto, Ontario, Canada, M5G 2J5 not later than 5:00 p.m. (Toronto time) on the Business Day which is two Business Days prior to the date of the Meeting (as it may be adjourned or postponed from time to time).

It is important that Shareholders strictly comply with this requirement, which is different from the statutory dissent provisions of the CBCA which would permit a Dissent Notice to be provided at or prior to the Meeting.

A Non-Registered Shareholder who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the beneficial owner deals in respect of its Company Shares and either (a) instruct the Intermediary to exercise the Dissent Rights on the beneficial owner's behalf (which, if the Company Shares are registered in the name of CDS or another clearing agency, would require that the Company Shares first be re-registered in the name of the Intermediary); or (b) instruct the Intermediary to request that the Company Shares be registered in the name of the beneficial owner, in which case such holder would have to exercise the Dissent Rights directly (that is, the Intermediary would not be exercising the Dissent Rights on such holder’s behalf).

See “Dissent Rights”.

Risks Associated with the Arrangement

In evaluating the Arrangement, Shareholders should carefully consider the risk factors relating to the Arrangement (which is not an exhaustive list of potentially relevant risk factors relating to the Arrangement). Some of these risks include, but are not limited to: (i) the Arrangement Agreement may be terminated in certain circumstances; (ii) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (iii) the obligation of the Company to pay the Expense Reimbursement Amount to the Purchaser in the event that the Arrangement Agreement is terminated as a result of the failure to obtain Shareholder Approval of the Arrangement Resolution;
(iv) Guyana Goldfields will incur costs and may have to pay a termination amount; (v) Guyana Goldfields directors and senior officers may have interests in the Arrangement that are different from those of the Shareholders; (vi) Shareholder Approval of the Arrangement Resolution and the Stated Capital Resolution may not be obtained; (vii) the market price for the Company Shares may decline if the Arrangement Agreement is terminated; and (viii) the disposition of Company securities under the Arrangement may be subject to Canadian income tax or other income tax.

See “Information Concerning the Arrangement - Risks Associated with the Arrangement”.

Information Concerning the Purchaser and Zijin

All information provided in this Circular relating to the Purchaser and Zijin has been provided to Guyana Goldfields by Zijin or its directors or officers.

Income Tax Considerations

Canadian Federal Income Tax Considerations

A Shareholder who is a resident of Canada and holds Company Shares as capital property will generally realize a capital gain (or a capital loss) equal to the amount by which the total of the Consideration received under the Arrangement exceeds (or is less than) the sum of the aggregate adjusted cost base to the Shareholder of the Company Shares so disposed of and any reasonable costs of disposition.

A Shareholder who is not resident in Canada for the purposes of the Tax Act will generally not be subject to tax under the Tax Act on any capital gain realized on the disposition of Company Shares under the Arrangement, unless the Company Shares are “taxable Canadian property”, as defined in the Tax Act, to such Shareholder and such gain is not otherwise exempt from tax under the Tax Act pursuant to the provisions of any applicable tax convention.

This summary is qualified in its entirety by the section entitled “Certain Canadian Federal Income Tax Considerations” below and Shareholders are encouraged to read that section and consult with their tax own advisors regarding the Canadian federal income tax consequences of the Arrangement.

See “Certain Canadian Federal Income Tax Considerations”.

US Federal Income Tax Considerations

The Arrangement, including the exchange of Company Shares for cash, will constitute a taxable exchange for U.S. federal income tax purposes. For a description of the U.S. federal income tax consequences to U.S. Shareholders as a result of the Arrangement, see the section of the Circular entitled “Certain United States Federal Income Tax Considerations”. Shareholders should consult their own tax advisors with respect to their particular circumstances.

See “Certain United States Federal Income Tax Considerations”.

Other Annual Matters

Please see the discussion under the heading “Annual Matters” for a more detailed description of the other business to be transacted at the Meeting.
GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of Guyana Goldfields for use at the annual and special meeting of Shareholders (the “Meeting”) to be held by way of a live virtual meeting, on July 27, 2020, at the time and for the purposes set forth in the accompanying Notice of Meeting or any postponement or adjournment thereof. The costs incurred in the preparation and mailing of the form of proxy, Notice of Meeting, and this Circular will be borne by Guyana Goldfields. The solicitation of proxies will be made primarily by mail and may be supplemented by telephone or other personal contact by the directors, officers and employees of Guyana Goldfields, who will not be specifically remunerated therefor. Guyana Goldfields has also retained Kingsdale Advisors to provide strategic advisory, communications and proxy solicitation services and will pay fees of approximately C$100,000 to Kingsdale Advisors for the proxy solicitation services, in addition to certain other fees, if the transaction is consummated, and out-of-pocket expenses. The costs of such services will be entirely paid for by Guyana Goldfields.

Additionally, the Company may use Broadridge QuickVote™ service to assist non-registered or beneficial Shareholders with voting their Company Shares. Non-registered or beneficial Shareholders may be contacted by Kingsdale Advisors to conveniently obtain voting instructions directly over the telephone. Broadridge would then tabulate the results of all instructions received and provide the appropriate instructions respecting the Company Shares to be represented at the Meeting.

Approval of Arrangement

At the Meeting, Shareholders will be asked, among other things, to consider and, if deemed advisable, pass the Arrangement Resolution approving the Arrangement. To be effective, the Arrangement Resolution must be approved by not less than 66⅔% of the votes cast by Shareholders present at the virtual Meeting or by proxy at the Meeting on the basis of one vote per Company Share held.

Approval of Stated Capital Resolution

At the Meeting, Shareholders will also be asked, among other things, to consider and, if deemed advisable, pass the Stated Capital Resolution approving the reduction in the stated capital of the Company. To be effective, the Stated Capital Resolution must be approved by not less than 66⅔% of the votes cast by the Shareholders present at the virtual Meeting or by proxy on the basis of one vote per Company Share held. The Arrangement cannot proceed unless the Stated Capital Resolution is approved.

Approval of Annual Matters

At the Meeting, Shareholders will further be asked, among other things, to consider and to vote for:

(a) the election of the persons nominated for election as directors of Guyana Goldfields;

(b) the reappointment of PricewaterhouseCoopers LLP, Chartered Accountants, as auditor of Guyana Goldfields and to authorize the Board to fix the remuneration of the auditor; and

(c) the Company’s approach to executive compensation through an advisory (non-binding) “say on pay” resolution.

Shareholders have the option to (i) vote for all of the directors of Guyana Goldfields named in this Circular under the heading “Annual Matters - Election of Directors”; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all of the directors.

Attending the Virtual Meeting

Shareholders of record at the close of business on June 23, 2020 and other permitted attendees may virtually attend the Meeting. Attending the Meeting virtually allows Registered Shareholders and duly appointed proxyholders, including Non-Registered Shareholders who have duly appointed themselves or a third-party proxyholder, to
participate, ask questions, and vote at the Meeting using the Lumi online platform. Guests, including Non-Registered Shareholders who have not duly appointed themselves or a third party as proxyholder, can log into the virtual Meeting as a guest. Guests may listen to the Meeting, but will not be entitled to vote or ask questions.

**How to Access and Vote at the Meeting**

Shareholders will be able to participate in the Meeting using an internet connected device such as a laptop, computer, tablet or mobile phone, and the meeting platform will be supported across browsers and devices that are running the most updated version of the applicable software plugins and meeting the minimum system requirements.

The steps that Shareholders need to follow to access the Meeting will depend on whether you are a Registered Shareholder, a duly appointed proxyholder or a Non-Registered Shareholder. You must follow the applicable instructions below carefully. You have to be connected to the internet at all times to be able to vote – it’s your responsibility to make sure you stay connected for the entire Meeting.

**Registered Shareholders**

Registered Shareholders can access and vote at the Meeting during the live webcast as follows:

(a) Go to https://web.lumiagm.com/275264504 in a web browser (not a Google search) on a smartphone, tablet or computer 30 minutes prior to the start of the Meeting. The latest versions of Chrome, Safari, Edge and Firefox will be needed. Please ensure the browser being used is compatible by logging in early. You should allow ample time to check into the virtual Meeting to check compatibility and complete the related procedures. PLEASE DO NOT USE INTERNET EXPLORER.

(b) Select “I have a control number” and enter your Control Number (your Control Number is located on your form of proxy) and the password: “GUY2020” (case sensitive).

(c) Follow the instructions to access the Meeting and vote when prompted.

Even if you currently plan to participate in the virtual Meeting, you should consider voting your Company Shares by proxy in advance so that your vote will be counted if you later decide not to attend the Meeting or in the event that you are unable to access the Meeting for any reason. If you access and vote on any matter at the Meeting during the live webcast, then your online vote during the Meeting will revoke your previously submitted proxy.

**Duly Appointed Proxyholders**

Registered Shareholders who wish to appoint a third party other than the management nominees identified on the form of proxy to vote online at the Meeting must first submit their proxy form indicating who they are appointing. The Registered Shareholder must then register the proxyholder with TSX Trust Company in advance of the Meeting by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form, which can be found at https://tsxtrust.com/resource/en/75.

Similarly, Non-Registered Shareholders who wish to attend and vote at the Meeting must first appoint themselves as proxyholder by submitting their VIF. Non-Registered Shareholders must then register the proxyholder with TSX Trust Company in advance of the Meeting by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form, which can be found at https://tsxtrust.com/resource/en/75.

Note, if a Shareholder wishes to appoint a proxyholder (including if a Non-Registered Shareholder wishes to appoint themselves as proxyholder), it is the Shareholder’s responsibility to obtain, and if applicable, subsequently provide the Control Number to the proxyholder they are appointing prior to the Meeting. Failure to register the proxyholder with TSX Trust Company by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form will result in them not receiving a Control Number for themselves or the third party proxyholder (as applicable), which is needed to participate in the Meeting. Consequently, they or the third party proxyholder will only be able to attend as a guest.
Once duly appointed and registered, proxyholders, including Non-Registered Shareholders who have appointed themselves or another person as proxyholder, then can access and vote at the Meeting during the live webcast as follows:

(a) Go to https://web.lumiagm.com/275264504 in a web browser (not a Google search) on a smartphone, tablet or computer 30 minutes prior to the start of the Meeting. The latest versions of Chrome, Safari, Edge and Firefox will be needed. Please ensure the browser being used is compatible by logging in early. Proxyholders should allow ample time to check into the virtual Meeting to check compatibility and complete the related procedures. PLEASE DO NOT USE INTERNET EXPLORER.

(b) Select “I have a control number” and enter your Control Number (the Control Number will be provided by TSX Trust Company to you in accordance with the procedures outlined in this Circular, to the extent you registered the proxyholder by emailing tsxtrustproxyvoting@tmx.com the “Request for Control Number” form) and the password: “GUY2020” (case sensitive). Note, it is your responsibility to obtain and, if applicable, subsequently provide the Control Number to the third party you have appointed prior to the Meeting.

(c) Follow the instructions to access the Meeting and vote when prompted.

Non-Registered Shareholders

Non-Registered Shareholders who have not duly appointed themselves as proxy will not be able to vote online at the Meeting. They will be able to join a live webcast of the Meeting by going to https://web.lumiagm.com/275264504, clicking on “I am a guest” and filling in the form.

Asking Questions at the Meeting

Guyana Goldfields believes that the ability to participate in the Meeting in a meaningful way, including asking questions, remains important despite the decision to hold the Meeting virtually. Registered Shareholders and duly appointed proxyholders (including Non-Registered Shareholders who have duly appointed themselves or a third party as proxyholder) will have an opportunity to ask questions at the Meeting through the Lumi virtual platform. Type your message within the chat box at the bottom of the messaging screen. Once you are happy with your message click the send button. Questions sent via the Lumi online platform will be moderated before being sent to the Chair. Messages can be submitted at any time as prompted by the Chair during the Meeting until the Chair closes the session. It is anticipated that such Shareholders will have substantially the same opportunity to ask questions on matters of business before the Meeting as if the Meeting was held in person.

Difficulties in Accessing the Meeting

If you are a Registered Shareholder, your Control Number is on your form of proxy. Shareholders who wish to appoint a person other than the management nominees identified on the form of proxy or VIF (including a Non-Registered Shareholder who wishes to appoint themselves to attend) must carefully follow the instructions in the Circular and on their form of proxy or VIF. These instructions include the additional step of registering such proxyholder with our transfer agent, TSX Trust Company at tsxtrustproxyvoting@tmx.com, and requesting a Control Number for and on behalf of the proxyholder prior to 10:30 a.m. (Toronto time) on July 23, 2020, after submitting their form of proxy or VIF. Failure to register and obtain a Control Number from our transfer agent will result in the proxyholder (including a Non-Registered Shareholder who wishes to appoint themselves to attend) not being able to participate in the Meeting and only being able to attend as a guest by going to https://web.lumiagm.com/275264504 and clicking on “I am a guest” and filling out the form. You will not be able to vote your Company Shares or submit your questions during the Meeting.

During the Meeting, you must ensure you are connected to the Internet at all times in order to vote when polling is commenced on the resolutions put before the Meeting. It is your responsibility to ensure Internet connectivity. Note that if you lose connectivity once the Meeting has commenced, there may be insufficient time to resolve your issue before voting is completed. Therefore, even if you currently plan to access the Meeting and vote during the live webcast, you should consider voting your Company Shares in advance or by proxy so that your vote will be counted in the event you experience any technical difficulties or are otherwise unable to access the Meeting.
Registered Shareholders

The persons named in the accompanying form of proxy (the “Proxy”) are directors, officers or appointees of Guyana Goldfields.

A REGISTERED SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON (WHO NEED NOT BE A SHAREHOLDER TO ATTEND AND ACT FOR HIM, HER OR IT ON HIS, HER OR ITS BEHALF AT
THE MEETING OTHER THAN THE PERSONS NAMED IN THE ENCLOSED FORM OF PROXY. TO
EXERCISE THIS RIGHT, A REGISTERED SHAREHOLDER MUST STRIKE OUT THE NAMES OF
THE PERSONS NAMED IN THE FORM OF PROXY AND INSERT THE NAME OF HIS, HER OR ITS
NOMINEE IN THE BLANK SPACE PROVIDED, OR COMPLETE ANOTHER FORM OF PROXY. A
PROXY WILL NOT BE VALID UNLESS IT IS DEPOSITED WITH THE COMPANY’S REGISTRAR
AND TRANSFER AGENT, TSX TRUST COMPANY 301-100 ADELAIDE STREET WEST, TORONTO,
ONTARIO M5H 4H1 (FAX: 416-595-9593) NOT LESS THAN 48 HOURS (EXCLUDING SATURDAYS,
SUNDAYS AND STATUTORY HOLIDAYS IN THE CITY OF TORONTO, ONTARIO) BEFORE THE
TIME OF THE MEETING OR ADJOURNMENT THEREOF. LATE PROXIES WILL NOT BE
ACCEPTED.

The Proxy must be signed and dated by the Shareholder or by his or her attorney in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer. Only Registered Shareholders have the right to revoke a proxy. Non-Registered Holders (as defined below) under “General Proxy Information - Non-Registered Holders” below who wish to change their vote must arrange for their respective Intermediaries to revoke the proxy on their behalf.

If you are a Registered Shareholder and submitted a form of proxy, you may revoke it at any time before the Meeting by doing any one of the following:

- You may send another form of proxy with a later date to our transfer agent, TSX Trust Company, but it must reach the transfer agent no later than 10:30 a.m. (Toronto time) on July 23, 2020 or 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) before any postponement or adjournment of the Meeting;
- You may deliver a signed written statement stating that you want to revoke your form of proxy to our transfer agent, TSX Trust Company, by courier to its offices at 301-100 Adelaide Street West, Toronto, Ontario M5H 4H1, Attn: Proxy Department, by fax to 416-595-9593, or by any other electronic means at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the proxy is to be used; or
- You may revoke your form of proxy in any other manner permitted by law.

If as a Registered Shareholder you are using your Control Number to log into the Meeting, you will be provided the opportunity to vote by online ballot at the appropriate time on the matters put forth at the Meeting. If you have already voted by proxy and you vote again during the online ballot at the Meeting, your online vote during the Meeting will revoke your previously submitted proxy. If you have already voted by proxy and do not wish to revoke your previously submitted proxy, do not vote again during the online ballot vote.

Non-Registered Holders who wish to change their vote must arrange for their respective Intermediaries to revoke the proxy on their behalf. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

Voting of Shares and Exercise of Discretion of Proxies

On any poll that may be called or any ballot taken, the persons named in the Proxy will vote the Company Shares in respect of which they are appointed. Where directions are given by the Registered Shareholder in respect of a vote for, against or withheld from any resolution, the Proxy holder will vote in accordance with such direction.

IN THE ABSENCE OF ANY INSTRUCTION IN THE PROXY, IT IS INTENDED THAT SUCH
COMPANY SHARES WILL BE VOTED IN FAVOUR OF THE ARRANGEMENT RESOLUTION, THE
STATED CAPITAL RESOLUTION AND THE MATTERS SET OUT UNDER THE HEADING “ANNUAL
MATTERS”. The form of proxy enclosed, when properly signed, confers discretionary authority with respect to amendments or variations to the matters which may properly be brought before the Meeting or any adjournment or postponement thereof. At the time of printing this Circular, the management of Guyana Goldfields is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are not now known to the management should properly come before the Meeting, the proxies hereby solicited will be voted on such matters in accordance with the best judgment of the nominee.

Non-Registered Holders

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Company Shares in their own name.

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are “Non-Registered Holders” because the securities they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased their securities. In addition, a person is not a Registered Shareholder in respect of securities which are held on behalf of that person but which are registered either: (a) in the name of an intermediary (an “Intermediary”) that the Non-Registered Holder deals with in respect of its Company Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer (“NI 54-101”) of the Canadian Securities Administrators, Guyana Goldfields has distributed copies of the Notice of Meeting, this Circular and the form of proxy (collectively, the “Proxy Solicitation Materials”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. Intermediaries are required to forward the Proxy Solicitation Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them under NI 54-101. Very often, Intermediaries will use service companies, such as Broadridge Financial Solutions Inc. (“Broadridge”), to forward the Proxy Solicitation Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Proxy Solicitation Materials will either:

(a) be given a form of proxy which has already been signed by the Intermediary (typically by facsimile, stamped signature), which is restricted as to the number of securities beneficially owned by the Non-Registered Holder but which is otherwise incomplete. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with TSX Trust Company, as provided above; or

(b) more typically, be given a voting instruction form (“VIF”) which is not signed by the Intermediary, and which when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company (such as Broadridge), will constitute voting instructions (often called a “proxy authorization form”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one page pre-printed form. In the alternative, instead of the one page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of Company Shares which they beneficially own. Although Non-Registered Holders may not be recognized directly at the Meeting for the purpose of voting Company Shares registered in the name of their broker, agent or nominee, a Non-Registered Holder may attend the Meeting as a proxy holder for a Registered Shareholder and vote in that capacity so long as the proper procedures are followed in respect of attending and voting at the Meeting (See “General Proxy Information- How to Access and Vote at the Meeting - Duly Appointed Proxyholders”). Non-Registered Holders who wish to attend the Meeting and indirectly vote their Company Shares as proxy holder for the Registered

[Insert VOTE TODAY information block]
Shareholder should contact their broker, agent or nominee well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Company Shares as a proxy holder. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary or its agents, including those regarding when and where the Proxy or proxy authorization form is to be delivered.

The Circular including the Notice of Meeting is being provided to Registered Shareholders and Non-Registered Holders. Non-Registered Holders fall into two categories - those who object to their identity being known to the issuers of securities which they own (“OBOs”) and those who do not object to their identity being made known to the issuers of the securities which they own (“NOBOs”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of Proxy Solicitation Materials directly (not via Broadridge) to such NOBOs. If you are a Non-Registered Holder and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of Company Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Company Shares on your behalf.

Guyana Goldfields has distributed copies of the Circular including the Notice of Meeting and VIF indirectly to NOBOs who are Registered Shareholders. OBOs can expect to be contacted by Broadridge or their Intermediary or Intermediary’s agents. Guyana Goldfields will assume the costs associated with the delivery of the Circular including the Notice of Meeting and VIF, as set out above, to NOBOs and OBOs by the Intermediary.

Guyana Goldfields is not relying on the “notice-and-access” delivery procedures outlined in NI 54-101 to distribute copies of the proxy related materials in connection with the Meeting.

Note of Caution Regarding COVID-19 Outbreak

As of the date of the Circular, it is the intention of the Company to hold the Meeting virtually as described in greater detail in the Notice of Meeting. Guyana Goldfields is continuously monitoring developments related to the COVID-19 outbreak. All Shareholders, regardless of geographic location and equity ownership, will have an equal opportunity to participate at the Meeting and engage with directors of Guyana Goldfields and management as well as other Shareholders. Registered Shareholders and duly appointed proxyholders will be able to attend the virtual Meeting, ask questions and vote, all in real time, provided they are connected to the internet and have logged in at https://web.lumiagm.com/275264504. Non-Registered Shareholders who have not duly appointed themselves as proxyholder will be able to attend the online Meeting as guests, but as such will not be able to vote at the Meeting.

Guyana Goldfields reserves the right to take any further precautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including: (i) changing the Meeting date and/or changing the means of holding the Meeting; and (ii) such other measures as may be recommended by public health authorities. Should any such changes to the Meeting format occur, Guyana Goldfields will announce any and all of these changes by way of news release, which will be filed under the Company's profile on SEDAR. In the event of any changes to the Meeting format due to the COVID-19 outbreak, Guyana Goldfields will not prepare or mail an amended Circular, Notice of Meeting or related proxy.

VOTING SHARES AND PRINCIPAL SHAREHOLDERS

The Board of Directors (the “Board”) of Guyana Goldfields has fixed June 23, 2020 as the record date for the purpose of determining Shareholders entitled to receive Notice of the Meeting (the “Record Date”).

The authorized capital of Guyana Goldfields consists of an unlimited number of common shares. As of the Record Date, there were 174,564,184 Company Shares outstanding. Each Company Share carries the right to one vote on any matter properly coming before the Meeting. A quorum for the Meeting consists of two persons present in person or by proxy, holding in the aggregate at least 25% of all issued and outstanding Company Shares.

The following table shows, as of the date of this Circular, each person who is known to the Company, or its directors and officers, to beneficially own, directly or indirectly, or to exercise control or direction over securities carrying more than 10% of the voting rights attached to any class of outstanding voting securities of the Company entitled to be voted at the Meeting.
Name of Shareholder | Securities owned, controlled or directed | Percentage of class of outstanding voting securities of the Company\(^{(1)}\)
--- | --- | ---
Sentry Investment Management | 20,298,157 Company Shares | 11.6%

Notes:
(1) Based on 174,564,184 Company Shares issued and outstanding as at the Record Date.

As of the Record Date, the directors and senior officers of Guyana Goldfields as a group owned beneficially, directly and indirectly 400,800 Company Shares representing approximately 0.23% of the issued and outstanding Company Shares as at June 23, 2020.

ANNUAL MATTERS

Financial Statements and Auditor’s Report

The management’s discussion and analysis and the audited consolidated financial statements of Guyana Goldfields for the year ended December 31, 2019 and 2018, including the auditor’s report thereon, will be tabled before the Shareholders at the Meeting. The financial statements have been approved by the Audit Committee and the Board. The financial statements are available under the Company’s issuer profile on SEDAR at www.sedar.com. Additional copies may be obtained from the Company upon request. No vote by the Shareholders is required to be taken with respect to the financial statements.

Reappointment of Auditors

The Board propose to nominate PricewaterhouseCoopers LLP, the present auditors, as the auditors of the Company, to hold office until the close of the next annual meeting of Shareholders. PricewaterhouseCoopers LLP were first appointed auditors of the Company on April 20, 2011.

The directors have negotiated with the auditors of the Company on an arm’s length basis in determining the fees to be paid to the auditors. Such fees have been based on the complexity of the matters in question and the time incurred by the auditors. The directors believe that the fees negotiated in the past with the auditors of the Company were reasonable and, in the circumstances, would be comparable to fees charged by other auditors providing similar services.

In order to appoint PricewaterhouseCoopers LLP as auditors of the Company to hold office until the close of the next annual meeting, and authorize the directors to fix the remuneration thereof, a majority of the votes cast at the Meeting must be voted in favour thereof.

The Board recommends that Shareholders vote FOR the appointment of PricewaterhouseCoopers LLP as the auditors of the Company to hold office until the close of the next annual meeting of Shareholders and authorizing the directors to fix the remuneration of the auditors.

The management representatives named in the accompanying Proxy or VIF intend to vote FOR the ordinary resolution appointing PricewaterhouseCoopers LLP as auditors of the Company and authorizing the directors to fix the remuneration of the auditors, unless instructed otherwise.

Election of Directors

The articles of the Company provide that the Board shall consist of a minimum of one and a maximum of eleven directors and the number may be fixed from time to time by the Board. The Board has set the number of directors to be elected at the Meeting at five.

The nominees for election as directors of the Company are set out below.
<table>
<thead>
<tr>
<th>Name and Residence(1)</th>
<th>Position with the Company</th>
<th>Principal Occupation(1)</th>
<th>Number of Company Shares(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>René Marion(3)(5)</td>
<td>Non-Executive Chairman (since July 2018) and Director (since December 2013)</td>
<td>Corporate Director</td>
<td>54,000</td>
</tr>
<tr>
<td>Ontario, Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wendy Kei(2)(3)(4)</td>
<td>Director (since May 2015)</td>
<td>Corporate Director</td>
<td>2,800</td>
</tr>
<tr>
<td>Ontario, Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allen Palmiere(2)(4)(5)</td>
<td>Director (since May 2019)</td>
<td>Corporate Director</td>
<td>Nil</td>
</tr>
<tr>
<td>Ontario, Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maryse Saint-Laurent(2)(3)(4)</td>
<td>Director (since March 2019)</td>
<td>Corporate Director</td>
<td>Nil</td>
</tr>
<tr>
<td>Alberta, Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alan Pangbourne(5)</td>
<td>Chief Executive Officer (since January 2020) and Director (since May 2019)</td>
<td>Chief Executive Officer of the Company</td>
<td>290,000(6)</td>
</tr>
<tr>
<td>British Columbia, Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
(1) The information as to residence, principal occupation or employment and shares beneficially owned, directly or indirectly, or controlled is not within the knowledge of the management of Guyana Goldfields and has been furnished by the respective nominees.
(2) Member of the Audit Committee. Ms. Kei is Chair of the Audit Committee.
(3) Member of the Human Resources & Compensation Committee. Ms. Saint-Laurent is Chair of the Human Resources & Compensation Committee.
(4) Member of the Nominating and Corporate Governance Committee. Mr. Palmiere is the Chair of the Nominating and Corporate Governance Committee.
(5) Member of the Technical & Sustainability Committee. Mr. Marion is the Chair of the Technical & Sustainability Committee.
(6) Includes 45,000 Company Shares owned by Mr. Pangbourne’s spouse.

If elected, each director will serve until the earlier of the next annual meeting or until his or her successor is duly elected or appointed unless his or her office is earlier vacated in accordance with the Company’s by-laws. Voting for the election of directors will be conducted on an individual, not a slate, basis.

The Board recommends that Shareholders vote FOR the election of each of the foregoing nominees as directors of the Company.

The management representatives of the Company named in the accompanying Proxy or VIF intend to vote FOR the election of each of the nominees set forth above, unless instructed otherwise.

The following pages sets forth biographical information about each of our director nominees, including their background, skills, experience, other public company boards they sit on, and voting results at last year’s annual meeting (if applicable). Each of such nominees, if elected, will serve until the next annual meeting of Shareholders or until his successor is duly elected or appointed. Management has been informed that each nominee is willing to serve as a director, if elected.
### Wendy Kei, B.Math, CPA/CA, ICD.D

**Principal Occupation: Corporate Director**

Wendy Kei is a director of Guyana Goldfields and serves as Chair of the Audit Committee. Ms. Kei is a Chartered Professional Accountant/Chartered Accountant and also serves as Chair of the Board of Ontario Power Generation Inc., and on the board of each of Karora Resources Inc. (formerly Royal Nickel Corporation) (TSX:KRR) (Chair of the Audit Committee) and Noranda Income Fund (TSX:NIF.UN) (Chair of the Audit Committee). She also is a member of the Department of Audit Committee for Transport Canada. Ms. Kei is an accomplished finance executive with over 25 years of business experience with a focus in mining and energy industries. Ms. Kei previously served as Chief Financial Officer of Dominion Diamond Corporation (formerly Harry Winston Diamond Corporation and Aber Diamond Corporation). Ms. Kei is a member of the Chartered Professional Accountants of Ontario, holds an ICD.D designation from the Institute of Corporate Directors and holds a Bachelor of Mathematics from the University of Waterloo. She was selected as a Diversity 50 2016 Candidate by the Canadian Board Diversity Council.

For Ms. Kei’s Board and committee memberships in 2019, including attendance, please see “Corporate Governance - Director Attendance”.

### René Marion, P.Eng, BScE in Mine Engineering

**Principal Occupation: Corporate Director**

René Marion is a director and non-executive Chair of Guyana Goldfields. Mr. Marion has over 30 years of diversified management and senior technical experience with resource industry expertise in operations, mineral exploration, and mine development, along with a successful history of corporate development. Mr. Marion is also currently a director of Superior Gold Inc. Mr. Marion was most recently a Director and Chair of producing miner Richmont Mines Inc. and President, CEO and Director of producing miner AuRico Gold Inc. from 2007 to 2012, where he oversaw the acquisition and development of AuRico Gold Inc.’s flagship Young-Davidson Mine. Prior to AuRico Gold Inc., he held several senior positions with Barrick Gold Inc. for over 14 years including Vice-President of Russia and Central Asia, Vice-President Technical Services, and Vice-President and General Manager of Kahama Mining. Mr. Marion is a member of the Professional Engineers of Ontario and the Ontario Society of Professional Engineers and holds a BScE in Mine Engineering from Queen’s University.

For Mr. Marion’s Board and committee memberships in 2019, including attendance, please see “Corporate Governance - Director Attendance”.

### Other public company boards in past five years

<table>
<thead>
<tr>
<th>Name of Board</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noranda Income Fund</td>
<td>June 2020 - Present</td>
</tr>
<tr>
<td>Karora Resources Inc. (formerly Royal Nickel Corporation)</td>
<td>2018 - Present</td>
</tr>
<tr>
<td>Ontario Power Generation Inc. (non-venture reporting issuer)</td>
<td>2017- Present</td>
</tr>
</tbody>
</table>

2019 Voting results: 98.757% votes for 1.243% votes withheld
• Mining Engineering

<table>
<thead>
<tr>
<th>Company</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior Gold Inc.</td>
<td>2017 - Present</td>
</tr>
<tr>
<td>Richmont Mines Inc.</td>
<td>2013 - 2017</td>
</tr>
<tr>
<td>Continental Gold Limited</td>
<td>2015 - 2016</td>
</tr>
<tr>
<td>Temex Resources Corp.</td>
<td>2013 - 2015</td>
</tr>
<tr>
<td>Falco Resources Ltd.</td>
<td>2015 - 2015</td>
</tr>
<tr>
<td>AuRico Gold Inc.</td>
<td>2007 - 2012</td>
</tr>
</tbody>
</table>

2019 Voting results

96.301% votes for 3.699% votes withheld

Allen J. Palmiere

Principal Occupation: Corporate Director

Mr. Palmiere is a director of Guyana Goldfields. Mr. Palmiere brings over 35 years of extensive experience in senior executive and leadership roles in the mining industry. Mr. Palmiere is a seasoned professional with extensive experience in operations and management in international environments, equity financing, acquisition processes, valuations, negotiations and corporate governance. Mr. Palmiere was most recently the President & Chief Executive Officer of Adriana Resources Inc., from 2009 to 2015. Prior to that, Mr. Palmiere held the positions of Chairman and also President and Chief Executive Officer of HudBay Minerals Inc. Mr. Palmiere also previously served as President and Chief Executive Officer of Silk Road Resources Ltd., Chief Executive Officer and Chief Financial Officer of Breakwater Resources Ltd., Chief Financial Officer of Zemex Corporation and Executive Chairman of Barplats Investments Limited. Mr. Palmiere holds a Bachelor of Commerce; Accounting and Management Information Systems from the University of British Columbia and formerly qualified as a CA, CPA.

For Mr. Palmiere’s Board and committee memberships in 2019, including attendance, please see “Corporate Governance - Director Attendance”.

Other public company boards in past five years

<table>
<thead>
<tr>
<th>Company</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dundee Corporation</td>
<td>2019 - Present</td>
</tr>
<tr>
<td>Satori Resources Inc.</td>
<td>2018 - 2018</td>
</tr>
<tr>
<td>Adriana Resources Inc.</td>
<td>2009 – 2015</td>
</tr>
</tbody>
</table>

2019 Voting results

99.832% votes for 0.168% votes withheld

Alan Pangbourne, BappSc, Extractive Metallurgy, ICD.D

Principal Occupation: President and Chief Executive Officer of Guyana Goldfields

Alan Pangbourne is the President and Chief Executive Officer and a director of Guyana Goldfields. Mr. Pangbourne has over 35 years of diversified management and senior operational experience with resource industry expertise in operations, engineering, and major project development, along with a successful history of company turnarounds and successful M&A. Mr. Pangbourne was most recently the Chief Operating Officer at SSR Mining Inc. Previously, he was SVP Projects and SVP Operations at SSR Mining Inc, and prior to that, Vice President Projects, South America, at Kinross Gold Corporation. Before this, he held a number of senior roles over 15 years at BHP Billiton Ltd., including President and Chief Operating Officer
of Nickel Americas which included Cerro Matoso, Colombia and project development in Guatemala and Cuba. He was also the Projects Director for BHPB’s Uranium Division, which includes the Olympic Dam Expansion, and Project Manager for BHPB’s Spence copper project in Chile. Mr. Pangbourne holds a BappSc in Extractive Metallurgy and Graduate Diploma in Mineral Processing from WA School of Mines, Kalgoorlie. He also recently completed the Directors Education Program - ICD at the University of Toronto.

For Mr. Pangbourne’s Board and committee memberships in 2019, including attendance, please see “Corporate Governance - Director Attendance”.

Other public company boards in past five years

N/A

2019 Voting results

99.822% votes for
0.178% votes withheld

Maryse Saint-Laurent, B.A., LL.B., LL.M.

Principal Occupation: Corporate Director

Ms. Saint-Laurent, ICD.D, is a director of Guyana Goldfields. She is an accomplished business and legal executive and corporate director with over 25 years of experience as a transactional, corporate and securities lawyer in the energy, electricity and mining sectors. She has led several public financing transactions and has a strong governance background. Ms. Saint-Laurent also possesses over 30 years of direct and indirect experience in human resources management and compensation analysis. From 2013 until 2015, Ms. Saint-Laurent was Vice-President Legal and Corporate Secretary for TransAlta Renewables Inc. From 2005 until 2015, she was Corporate Secretary and later appointed Vice-President Legal and Corporate Secretary for TransAlta Corporation. Ms. Saint-Laurent is a director of Turquoise Hill Resources Ltd., North American Construction Group Ltd., the Alberta Securities Commission and the Calgary Prostate Cancer Centre. Ms. Saint-Laurent holds a Master of Laws degree from Osgoode Hall, York University (Securities and Finance), a Bachelor of Laws degree from the University of Alberta and a Bachelor of Arts degree from the University of Alberta and holds her ICD.D designation.

For Ms. Saint-Laurent’s Board and committee memberships in 2019, including attendance, please see “Corporate Governance - Director Attendance”.

Other public company boards in past five years

Turquoise Hill Resources Ltd 2017 - Present
North American Construction Group Ltd 2019 - Present

2019 Voting results

99.806% votes for
0.194% votes withheld

Board and Governance Highlights

The nominated directors have been selected based on their collective ability to provide expertise on a broad range of issues the Board faces when carrying out its responsibilities in overseeing our business and affairs. All of the directors are screened annually for conflicts of interest. No conflicts of interests in respect of any of our nominated directors have been identified.

All of the nominated directors, except Alan Pangbourne (President and CEO of the Company), are independent (80%) within the meaning of National Instrument 58-101 – Disclosure of Corporate Governance Practices (“NI-58-101”). All of the nominated directors are Canadian residents.
Majority Voting Policy

Management of the Company is nominating five individuals for election to the Board at the Meeting and the Company’s majority voting policy will apply to the Meeting.

Under this policy, other than at a contested meeting, if a director nominee has more votes withheld than are voted in favour of him or her, the nominee will be considered not to have received the support of the Shareholders, even though duly elected as a matter of corporate law. Such a nominee will forthwith submit his or her resignation to the Board, such resignation to be effective on acceptance by the Board.

The Board will then refer the resignation to the Corporate Governance & Nominating Committee of the Company for consideration. In such circumstances, the Corporate Governance & Nominating Committee will make a recommendation to the Board as to the director’s suitability to continue to serve as a director after reviewing, among other things, the results of the voting for the nominee and the Board will consider such recommendation. Absent exceptional circumstances, the Board shall accept the resignation. The Board will act on the recommendation of the Corporate Governance & Nominating Committee within 90 days from the date of the Shareholder meeting. Thereafter, a press release disclosing the Board’s determination and the reasons for rejecting the resignation, if applicable shall promptly be issued.

Any director who tenders his or her resignation pursuant to this policy shall not participate in the recommendation of the Corporate Governance & Nominating Committee or the decision of the Board with respect to his or her resignation.

If the Corporate Governance & Nominating Committee recommends that the Board accept a director’s resignation and the Board accepts such resignation, the director will resign and the Board may, subject to compliance with applicable Laws, (1) leave a vacancy in the Board unfilled until the next annual meeting, (2) fill the vacancy by appointing a new director, or (3) call a special meeting of Shareholders to consider new nominees to fill the vacant position(s).

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

No director nominee is, as at the date of this Circular, or has been within ten years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including Guyana Goldfields) that:

(a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while such individual was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after such individual ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while such proposed director was acting in the capacity as director, chief executive officer or chief financial officer.

No director nominee (or any personal holding company of any such individual) is, as of the date of this Circular, or has been within ten years before the date of this Circular, a director or executive officer of any company (including the Company) that, while such individual was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No director nominee (or any personal holding company of any such individual) has, within the ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such individual.

No director nominee has been subject to:
(a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Additional information regarding the nominees can be found in Appendix I under the heading “Compensation Discussion and Analysis - Compensation of Directors (other than the CEO)” section and in the Board discussion in the “Corporate Governance” section of this Circular below.

Say on Pay Advisory Resolution

The Board has adopted a policy that provides for an annual advisory Shareholder vote on executive compensation, known as “say on pay” (the “Say on Pay Advisory Resolution”). The Company’s Say on Pay Policy is designed to enhance accountability for the Board’s compensation decisions by giving Shareholders a formal opportunity to provide their views on the disclosed objectives of the executive compensation plans, and on the plans themselves, through an annual non-binding advisory vote.

The Company will disclose the results of the vote as part of its report on voting results for each applicable annual meeting. The results will not be binding; the Board will remain fully responsible for its compensation decisions and will not be relieved of these responsibilities by the advisory vote. However, the Board will take the results into account, as appropriate, when considering future compensation policies, procedures and decisions and in determining whether there is a need to modify the level and nature of their engagement with Shareholders.

Shareholders are encouraged to review and consider the detailed information regarding the Company’s approach to compensation set out in Appendix I to this Circular under the heading “Compensation Discussion and Analysis”.

Accordingly, the Board has determined to again provide Shareholders with the opportunity to vote FOR or against our approach to executive compensation through the following Say on Pay Advisory Resolution:

“BE IT RESOLVED THAT, on an advisory basis, and not to diminish the role and responsibilities of the Board, the Shareholders accept the Board’s approach to executive compensation disclosed under the section entitled “Compensation Discussion and Analysis” in the Management Information Circular of the Company dated June 26, 2020 delivered in advance of the Meeting.”

This resolution conforms to the form of resolution recommended by the Canadian Coalition for Good Governance and is in the same form as the Company’s “say on pay” resolution approved by Shareholders by 98.9% of votes cast at the 2019 annual and special meeting of Shareholders.

The Board recommends that Shareholders vote FOR the Say on Pay Advisory Resolution.

The management representatives named in the accompanying Proxy or VIF intend to vote FOR the Say on Pay Advisory Resolution, unless instructed otherwise.

STATEMENT ON EXECUTIVE COMPENSATION

The Company’s statement on executive compensation, including compensation discussion and analysis, can be found at Appendix I to this Circular.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Guyana Goldfields provides long-term incentives compensation through the issue of Company Options under the Company Stock Option Plan, the issue of Company RSUs and Company PSUs under the New RSU Plan and the issue of Company DSUs under the New DSU Plan.
Company Stock Option Plan

The Company Stock Option Plan provides for grants of Company Options to purchase Company Shares to directors, officers, employees and other service providers of the Company or its subsidiaries (each, an “Optionee”), subject to the rules and regulations of applicable regulatory authorities and the TSX. The Company Stock Option Plan is administered by the HRCC (as delegated by the Board) and was last approved by the Shareholders on May 1, 2018.

The maximum number of Company Shares which may be reserved for issuance under the Company Stock Option Plan together with all other security-based compensation arrangements of the Company is a variable number equal to 8% of the aggregate number of Company Shares issued and outstanding on the date of grant on a non-diluted basis. As of December 31, 2019, an aggregate of 1,590,670 Shares (or 0.91% of the total number of issued and outstanding Company Shares as at such date) were issuable pursuant to outstanding Options and 12,374,464 Shares (or 7.09% of the total number of issued and outstanding Company Shares) in aggregate remained available for future grants under the Company Stock Option Plan.

The Company Stock Option Plan restricts the number of Company Options issuable to non-employee directors of the Company to 1% of the aggregate number of Shares issued and outstanding on the date of grant on a non-diluted basis. The aggregate number of securities granted under all security based compensation arrangements to any one non-employee director within any one-year period shall not exceed a maximum value of (i) in the case of Company Options granted under the Company Stock Option Plan, C$100,000 worth of Company Options; and (ii) in the case of securities granted under all security based compensation arrangements, C$150,000 worth of securities, each as calculated based upon the Black-Scholes Option pricing model.

The aggregate number of Company Shares issuable to insiders (as defined in the Securities Act (Ontario)) pursuant to the Company Stock Option Plan and all other security based compensation arrangements, at any time, shall not exceed 10% of the total number of Company Shares then outstanding. The aggregate number of Company Shares issued to insiders pursuant to the Company Stock Option Plan and all other security based compensation arrangements, within a one year period, shall not exceed 10% of the total number of Company Shares then outstanding.

Terms of Company Options

Company Options are non-assignable and non-transferrable other than by will or by the laws of descent and distribution and may be granted for a term not exceeding five years, subject to Company imposed trading blackout periods. In the event that any Optionee who is a service provider ceases to be a service provider for the Company (whether or not for cause), the Optionee is entitled to exercise its Company Options for up to 90 days following such cessation (subject to extension by the Board) up to the expiry date of such Company Options. In the event of the death of an Optionee, Company Options may only be exercised within a period of one year succeeding the Optionee’s death (subject to extension by the Board), up to the expiry date of such Company Options.

The exercise price of Company Options may not be lower than the market price of the Company Shares as based on the closing price of the Company Shares on the TSX on the day prior to the grant date. Company Options issued under the Company Stock Option Plan vest at the discretion of the Board or committee established for the purpose of administering the Company Stock Option Plan, as applicable.

The Board has the discretion to make Company Options subject to a vesting schedule and/or the achievement of performance conditions.

Amendments to the Company Stock Option Plan and to Company Options

The Board or HRCC may amend the Company Stock Option Plan or the terms of any Company Options at any time without Shareholder approval, provided that no such amendment may materially and adversely affect any Company Option previously granted without the consent of the Optionee, except to the extent required by law. Any such amendments shall be subject to applicable regulatory approval, including the approval of the TSX, provided, however, that no such amendment may: (i) increase the maximum number of Company Shares that may be optioned under the Company Stock Option Plan; (ii) change the manner of determining the minimum exercise price; (iii) reduce the exercise price of any existing Company Option; (iv) extend the term of any Company Option beyond the...
original expiry date thereof; (v) reduce any limitations on insiders and non-employee directors; (vi) permit Company Options to be transferable or assignable other than for normal estate settlement purposes; or (vii) result in any amendment to the provisions regarding amendment or termination of the Company Stock Option Plan, in each case as further detailed therein.

Company DSU Plans

On February 23, 2017 and May 2, 2017 the Board and the Shareholders, respectively, approved a cash or Share settled deferred share until plan (the “Former DSU Plan”). All Company DSUs issued prior to January 1, 2020 were issued pursuant to the Former DSU Plan and such Company DSUs are governed by the Former DSU Plan.

On February 28, 2020, the Board approved the Company’s cash settled 2020 deferred share unit plan, in respect of Company DSUs issued on or after January 1, 2020 (the “New DSU Plan”). All Company DSUs granted on or after January 1, 2020 are governed by the New DSU Plan.

Former DSU Plan

The Former DSU Plan provides for grants of Company DSUs to directors of the Company or its subsidiaries (in this section, each, a “DSU Participant”) in order to allow them to participate in the long term success of the Company and to promote a greater alignment of interests between its directors and Shareholders. The Former DSU Plan is administered by the HRCC (as delegated by the Board) and was approved by the Shareholders on May 2, 2017.

The maximum number of Company Shares which may be reserved for issuance under the Former DSU Plan is 850,000 Company Shares (or 0.49% of the total number of issued and outstanding Company Shares as of December 30, 2019). As of December 31, 2019, an aggregate of 506,421 Company Shares (or 0.29% of the total number of issued and outstanding Company Shares as at such date) were issuable pursuant to outstanding Company DSUs and 343,579 Company Shares (or 0.20% of the total number of issued and outstanding Company Shares) in aggregate remained available for future grants under the Former DSU Plan. Notwithstanding the foregoing, the Company does not propose to issue future grants under the Former DSU Plan.

The Former DSU Plan also limits the number of Company Shares which may be: (i) issued to Insiders within any one-year period; or (ii) issuable to Insiders, at any time, when combined with all other securities based compensation arrangements of the Company, to 8% of the total issued and outstanding Shares.

The Former DSU Plan restricts the maximum aggregate number of Shares which may be reserved for issuance under the Former DSU Plan to non-employee directors of the Company to 1% of the aggregate number of Company Shares issued and outstanding on the date of grant on a non-diluted basis. The aggregate number of securities granted under all security based compensation arrangements to any one non-employee director within any one calendar year period shall not exceed a maximum value of C$150,000, and subject to certain exceptions including for awards granted to non-executive directors in lieu of cash fees, provided that the equity award granted as an initial value that is equal to the value of the cash fees foregone.

Terms of Company DSUs under Former DSU Plan

The Former DSU Plan permits directors of the Company to elect in each calendar year to receive their respective director’s retainer in cash, Company DSUs or a combination thereof (which retainer, for the purposes of the Company DSU Plan, does not include committee member/chairperson retainers, Board or committee meeting fees, or special remuneration for ad hoc services rendered to the Board).

The number of Company DSUs granted to a director electing to receive his or her retainer in Company DSUs is determined based on the five-day volume weighted average trading price of the Company Shares prior to the date the Company DSUs are granted. In addition, the Former DSU Plan also provides that the Board may provide discretionary grants of Company DSUs to directors of the Company from time to time, subject to such vesting, performance criteria, or other terms and conditions as the Board may prescribe.

On a participant’s “separation date” (as defined in the Former DSU Plan, but generally meaning the earliest date on which a DSU Participant is no longer a director, officer and employee), the Board may, in its absolute discretion,
elect one or any combination of the following payment methods for the Company DSU’s credited to such participant’s account: (i) issuing Company Shares; (ii) causing a broker to purchase Company Shares on the stock exchange on which such Company Shares are then listed, for the account of the participant; or (iii) paying cash to the participant calculated in accordance with the terms of the Former DSU Plan.

The Former DSU Plan also provides that each participant may select up to two dates for the redemption of Company DSUs following his or her “separation date”, provided that in no event shall a participant be permitted to elect a date which is earlier than the sixtieth day following the “separation date” or later than December 15 of the calendar year following the calendar year in which the “separation date” occurs.

Except pursuant to a will or by the laws of descent and distribution, no Company DSU is assignable or transferable. In the event of the death of a participant, provided that an election of a redemption date (in this section, “Redemption Date”) is not filed with the Company as described above, the Company shall make a payment in cash, issue Company Shares, cause Company Shares to be purchased by a broker or use a combination of such payment methods, as elected by the Board, within (15) fifteen days of the participant’s death or by the last day of the calendar year commencing immediately after the DSU Participant ‘separation date’ if earlier, in each case to or for the benefit of the beneficiary of the DSU Participant in accordance with the terms of the Former DSU Plan. If the participant filed an election of a Redemption Date prior to his or her death, the cash payment and/or Company Share issuance or Company Share purchase shall be made within fifteen (15) days of the DSU Participant’s elected Redemption Date.

Amendments to the Former DSU Plan and to Company DSUs

The Board may terminate or make amendments to the Former DSU Plan in accordance with the terms thereof, however no amendment to the following provisions of the Company DSU Plan shall be effective unless the Company has obtained the approval of its Shareholders in accordance with the rules and policies of the TSX: (i) the number of Company Shares reserved for issuance thereunder; (ii) the definition of “participant” or the eligibility requirements for participating in the Company DSU Plan, where such amendment would have the potential of broadening or increasing Insider participation; (iii) the extension of any right of a participant under the Company DSU Plan beyond the date on which such right would originally have expired, which benefits an Insider of the Company; (iv) any amendment to permit Company DSUs to be transferred other than for normal estate settlement purposes; (v) a change in the Insider participation limits of the Former DSU Plan which would result in a need for disinterested Shareholder approval or the director limitations; or (vi) the amendment provisions of the Former DSU Plan.

New DSU Plan

The New DSU Plan provides for grants of Company DSUs to non-executive directors of the Company or its subsidiaries (in this section, each, a ‘DSU Participant’) in order to allow them to participate in the long term success of the Company and to promote a greater alignment of interests between its non-executive directors and Shareholders. The New DSU Plan is administered by the HRCC (as delegated by the Board).

The New DSU Plan is a cash settled plan and no treasury or market purchased Company Shares may be issued upon settlement at the director’s separation date.

Terms of Company DSUs under New DSU Plan

The New DSU Plan permits directors of the Company to elect in each calendar year to receive their respective director’s retainer in cash, Company DSUs or a combination thereof (which retainer, for the purposes of the Company DSU Plan, does not include committee member/chairperson retainers, Board or committee meeting fees, or special remuneration for ad hoc services rendered to the Board).

The number of Company DSUs granted to a director electing to receive his or her retainer in Company DSUs is determined based on the five-day volume weighted average trading price of the Company Shares prior to the date the Company DSUs are granted. In addition, under the New DSU Plan the Board may provide discretionary grants of Company DSUs to non-executive directors of the Company from time to time, subject to such terms and conditions as the Board may prescribe.
On a DSU Participant’s “separation date” (as defined in the New DSU Plan, but generally meaning the earliest date on which a DSU Participant is no longer a director, and not serving as a member of the board of another corporation that is a related corporation per the Income Tax Act (Canada) (a “Related Corporation”), officer (or officer of a Related Corporation) and employee (or employee of a Related Corporation)), the Board will settled the Company DSUs held by such DSU Participant by paying cash to the participant calculated in accordance with the terms of the New DSU Plan. For U.S. DSU Participants, the “separation date” is the date on which the U.S. DSU Participant experiences a “separation from service” within the meaning of Section 409A of the U.S. Tax Code, as amended (“Section 409A”).

The Former DSU Plan also provides that each DSU Participant who is not a U.S. DSU Participant may select up to two dates for the redemption of Company DSUs following his or her “separation date”, provided that in no event shall a DSU Participant be permitted to elect a date which is earlier than the sixtieth day following the “separation date” or later than December 15 of the calendar year following the calendar year in which the “separation date” occurs. For U.S. DSU Participants, the redemption date is the separation date.

Except to a DSU Participant’s estate or otherwise for normal estate settlement purposes, no Company DSU is assignable or transferable. In the event of the death of a DSU Participant, provided that an election of a redemption date (in this section, “Redemption Date”) is not filed with the Company as described above, the Company shall make a payment in cash within (15) fifteen days of the DSU Participant’s death or, for a DSU Participant who is not a U.S. Participant, by the last day of the calendar year commencing immediately after the participant’s death and, for a U.S. DSU Participant, by the last day of the calendar year commencing immediately after the DSU Participant’s death to the extent permitted under Section 409A. If the DSU Participant filed an election of a Redemption Date prior to his or her death, the cash payment and/or Company Share issuance or Company Share purchase shall be made within fifteen (15) days of the DSU Participant’s elected Redemption Date.

Amendments to the Former DSU Plan and to Company DSUs and Change of Control

The Board may, in its sole discretion, at any time and from time to time: (i) amend or suspend the New DSU Plan in whole or in part, (ii) amend or discontinue any Company DSUs granted thereunder, or (iii) terminate the New DSU Plan, without prior notice to or approval of DSU Participants or Shareholders. If the Board terminates the New DSU Plan, no new Company DSUs (other than Company DSUs that have been previously granted but vest subsequently pursuant to the New DSU Plan) will be credited to the account of a DSU Participant, but previously credited (and subsequently vesting) Company DSUs will be redeemed in accordance with the terms and conditions of the New DSU Plan. The New DSU Plan will finally cease to operate for all purposes when the last remaining DSU Participant receives the redemption price for all Company DSUs recorded in the DSU Participant’s account.

Unless otherwise determined by the HRCC or the Board, any Company DSUs which are credited to a DSU Participant and are outstanding immediately prior to the occurrence of a change of control (as defined in the New DSU Plan), but which are not then vested, will become fully vested on the separation date if such separation date occurs within one (1) year following the occurrence of the change of control; however, the Board or the HRCC may, subject to the New DSU Plan and any regulatory approval required, take any action in connection with a change of control, including in respect of accelerating any redemption date.

Annual Burn Rates of Company Options and Company DSUs

<table>
<thead>
<tr>
<th></th>
<th>Year ended December 31, 2019</th>
<th>Year ended December 31, 2018</th>
<th>Year ended December 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Company Options granted</td>
<td>Nil</td>
<td>200,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Number of Company DSUs granted</td>
<td>250,740</td>
<td>218,181</td>
<td>120,000</td>
</tr>
<tr>
<td>Weighted average of outstanding securities</td>
<td>173,946,986</td>
<td>174,072,861</td>
<td>174,900,453</td>
</tr>
<tr>
<td>Annual Burn Rate: Company Options</td>
<td>0%</td>
<td>0.1%</td>
<td>0%</td>
</tr>
<tr>
<td>Annual Burn Rate: Company DSUs</td>
<td>0.1%</td>
<td>0.1%</td>
<td>0%</td>
</tr>
</tbody>
</table>
In accordance with the requirements of Section 613 of the TSX Company Manual, the above table sets out the burn rate of Company Options and Company DSUs as of the end of the fiscal year ended December 31, 2019 and for the two preceding financial years. The burn rate is calculated by dividing the number of Company Options and Company DSUs, as applicable, granted under the Company Stock Option Plan and Company DSU Plan during the relevant fiscal year by the weighted average number of securities outstanding for the applicable financial year.

**Company RSU Plans**

On February 23, 2017, the Board approved a cash settled restricted share until plan (the “Former RSU Plan”). All Company RSUs issued prior to January 1, 2020 were issued pursuant to the Former RSU Plan and such Company RSUs are governed by the Former RSU Plan.

On February 28, 2020, the Board approved the Company’s cash settled 2020 restricted share unit and performance share unit plan, in respect of Company RSUs issued on or after January 1, 2020 (the “New RSU Plan”). All Company RSUs granted on or after January 1, 2020 are governed by the New RSU Plan.

**Former RSU Plan**

In May 2015, the Company adopted the Former RSU Plan to provide directors, senior officers and key employees of the Company with the opportunity to acquire Company RSUs in order to allow them to participate in the long-term success of the Company.

Each Company RSU awarded under the Former RSU Plan entitles the participant to receive the cash equivalent to one Share on a given date or upon the satisfaction of one or more performance conditions, or upon any combination of the foregoing, as determined by the Board at the time of award (in this section, the “Restricted Period”). Company RSUs vest at the lapse of the Restricted Period. For the general vesting schedule of Company RSUs under the Former RSU Plan, please see Appendix I under the heading “Compensation Discussion and Analysis – Company’s Restricted Share Unit Plans”.

Subject to the provisions of the Former RSU Plan, Company RSUs may be redeemed by a participant on the expiration of the applicable Restricted Period or on such other date not later than the end of the third year following the year in which the Company RSUs were awarded. If the Company Shares are listed and posted for trading on the TSX, each Company RSU may be redeemed at a redemption price payable in cash in an amount equal to the volume-weighted average trading price of the Company Shares for the five trading days immediately preceding the redemption date.

**New RSU Plan**

The New RSU Plan provide “key employees” with the opportunity to acquire Company RSUs in order to allow them to participate in the long-term success of the Company. A “key employee” is an employee of the Company or a subsidiary who is designated as such by the Chief Executive Officer of the Company, the Board or the HRCC at any time or from time to time. Notwithstanding the foregoing, any designation of the Chief Executive Officer of the Corporation as a key employee must be made by the Board or the HRCC.

The New RSU Plan seeks to clarify the difference between Company RSUs, which are generally subject to vesting on a given date, and Company PSUs, which vest if certain performance conditions are met. The New RSU Plan also provides for specific provisions that are only applicable to U.S. participants.

Each Company RSU awarded under the New RSU Plan entitles the participant to receive the cash equivalent to one Share on a given date, while each Company PSU awarded under the New RSU Plan entitles the participant to receive such cash equivalent upon the satisfaction of one or more performance conditions, as determined by the Board at the time of award (in this section, the “Restricted Period”). Company RSUs and Company PSUs vest at the lapse of the Restricted Period. Unless the Board determines otherwise on the award date, one-third of the Company RSUs vest on each of the first three annual anniversaries of the award date.
Subject to the provisions of the New RSU Plan, Company RSUs or Company PSUs may be redeemed by a participant on the expiration of the applicable Restricted Period or on such other date not later than the end of the third year following the year in which the Company RSUs or Company PSUs were awarded. If the Company Shares are listed and posted for trading on the TSX, each Company RSU or Company PSU may be redeemed at a redemption price payable in cash in an amount equal to the volume-weighted average trading price of the Company Shares for the five trading days immediately preceding the redemption date.

Unless otherwise determined by the HRCC or the Board, any Company RSUs and Company PSUs which are credited to a participant and are outstanding immediately prior to the occurrence of a change of control (as defined in the New RSU Plan), but for which the Restricted Period has not expired, will be deemed to have a Restricted Period that expires on the “separation date” (as defined in the New RSU Plan), if such separation date occurs within one (1) year following the occurrence of the change of control; however, the Board or the HRCC may, subject to the New RSU Plan and any regulatory approval required, take any action in connection with a change of control, including in respect of accelerating any redemption date. The change of control provisions are subject to certain other conditions for US participants.

Equity Compensation Plan Information

The following table provides details of the equity securities of Guyana Goldfields authorized for issuance as of the financial year ended December 31, 2019 pursuant to the equity compensation plans currently in place:

<table>
<thead>
<tr>
<th>Plan Category</th>
<th>Number of Securities to be issued upon exercise of outstanding options, warrants and rights (a)</th>
<th>Weighted-average exercise price of outstanding options, warrants and rights (b)</th>
<th>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity compensation plans approved by securityholders – Company Stock Option Plan</td>
<td>1,590,670</td>
<td>4.62</td>
<td>12,374,464</td>
</tr>
<tr>
<td>Equity compensation plans approved by securityholders – Former DSU Plan</td>
<td>506,421</td>
<td>N/A</td>
<td>343,579</td>
</tr>
<tr>
<td>Equity compensation plans not approved by securityholders</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Total</td>
<td>2,097,091</td>
<td>4.62</td>
<td>12,374,464(1)</td>
</tr>
</tbody>
</table>

Note:
(1) Represents 8% of issued and outstanding Company Shares as at December 31, 2019. The maximum number of Company Shares which may be reserved for issuance under the Company Stock Option Plan, together with all other security-based compensation arrangements of the Company (which includes the Former DSU Plan), is a variable number equal to 8% of the aggregate number of Company Shares issued and outstanding on the date of grant on a non-diluted basis.

CORPORATE GOVERNANCE

The Canadian Securities Administrators have published NI 58-101 and National Policy 58-201 – Corporate Governance Guidelines (“NP 58-201”), setting forth guidelines for effective corporate governance and corresponding disclosure requirements. NP 58-201 contains guidelines concerning matters such as the constitution
and independence of corporate boards, the functions to be performed by boards and their committees and the
effectiveness and education of board members. NI 58-101 requires disclosure by each corporation of its approach to
corporate governance annually, as it is recognized that the unique characteristics of individual corporations will
result in varying degrees of compliance.

Set out below is a full description of the Company’s approach to corporate governance as required pursuant to NI

**Board of Directors**

NI 58-101 defines an “independent” director as a director who has no direct or indirect material relationship with the
Company which could, in the view of the Board, be reasonably expected to interfere with the exercise of the
director’s independent judgement.

The Board is currently comprised of five members, four of whom the Board has determined are “independent”
within the meaning of NI 58-101. The Company’s Non-Executive Chair, Mr. Marion, as well as Ms. Kei, Mr.
Palmiere and Ms. Saint-Laurent are independent directors since none of them, in the view of the Board, have a direct
or indirect material relationship with the Company which could be reasonably expected to interfere with the exercise
of such directors’ independent judgement.

Mr. Pangbourne was an independent director of the Company in 2019. Mr. Pangbourne ceased to be an independent
director effective January 1, 2020 upon his appointment as the Company’s permanent President and Chief Executive
Officer.

Independent directors, where necessary, hold separate meetings without management and any non-independent
directors present, which meetings are chaired by the Non-Executive Chair. During the fiscal year ended December
31, 2019, a total of ten such meetings of the independent directors were held.

For each Board nominee’s attendance record for Board and committee meetings held in 2019, see heading
“Corporate Governance - Director Attendance” below. NI 58-101 defines an “independent” director as a director
who has no direct or indirect material relationship with the Company which could, in the view of the Board, be
reasonably expected to interfere with the exercise of the director’s independent judgment.

**Board Mandate**

The Board has adopted a written mandate, the text of which is set forth in Appendix J to this Circular.

**Position Descriptions**

The Board has adopted a written position description for its Non-Executive Chair and this is posted on the

Given the small size of the Company’s infrastructure and the existence of formal charters governing each of the
committees of the Board, the Board does not feel that it is necessary at this time to formalize standalone position
descriptions for the Chair of each of its committees in order to delineate their respective responsibilities. However,
each committee’s charter includes a description of the role and responsibilities of the Chair of the committee, which
include presiding over meetings, reporting to the Board with respect to the activities of the committee, providing
leadership and monitoring committee responsibilities set out in its mandate. Copies of the applicable committee
charters are posted on the Company’s website at www.guygold.com.

**Orientation and Continuing Education**

New directors are enrolled in an orientation and education program wherein they participate in an orientation
conference call with the Corporate Governance & Nominating Committee, and are provided information (such as
recent annual reports, prospectus, proxy solicitation materials, technical reports and various other operating,
property and budget reports) to ensure that they are familiarized with the Company’s business and the procedures of
the Board and its committees. In addition, new directors are encouraged to participate in mine site visits, meet with
management on a regular basis, and to pursue continuing education opportunities where appropriate. Throughout the
year, many of the directors participated in due diligence trips and mine site visits including Ms. Saint-Laurent, Mr.
Palmiere and Mr. Pangbourne, who participated in a mine site visit as part of their director orientation. The directors also arranged to receive an update on directors & officers market conditions in 2019.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct and Ethics Policy ("Code of Conduct") for its directors, senior officers and employees to encourage and promote a culture of ethical business conduct. The Company has incorporated guidance related to the Foreign Corrupt Practices Act (Canada) and anti-bribery and corruption best practices into the Code of Conduct, pursuant to an audit conducted in 2018 by PricewaterhouseCoopers LLP. The Board, through the Audit Committee, is responsible for monitoring compliance with the Code of Conduct. In addition, directors, officers and employees must also comply with corporate policies, including the Company’s Disclosure Policy and Insider Trading Policy.

The Board also has a Company Whistleblower Policy which allows officers, employees and others, either directly or anonymously, through ClearView Strategic Partners Inc., a communication consulting firm, to notify the Chair of the Audit Committee of concerns regarding breaches in the Code of Conduct, unethical practices, accounting or financial irregularities, or to offer ideas and suggestions that may improve the Company’s operations.

In early 2019, the Company appointed a Chief Compliance Officer and continues to spend time training and educating management, employees, contractors and the Board with respect to the Code of Conduct and policies related to ethical business conduct.


In the event that a director or executive officer has a material interest in any transaction being considered by the Board, any such conflict will be subject to and governed by procedures prescribed by the CBCA which require a director or officer of a corporation experiencing such a conflict to disclose his or her interest and refrain from voting on any such matter unless otherwise permitted by the CBCA.

Nomination of Directors

The Corporate Governance & Nominating Committee is responsible for identifying and recommending advisors to the Board and new nominees for election to the Board.

While there are no specific criteria for Board membership, the Company attempts to attract and retain directors who possess a wealth of business knowledge and experience in mine development or other professional disciplines, such as finance or law, which assist in guiding the officers of the Company.

The Corporate Governance & Nominating Committee has adopted a comprehensive process for the identification and selection of prospective new directors to the Board. The Corporate Governance & Nominating Committee begins by conducting an analysis of the skills sets of current Board members to determine the skill sets of prospective new directors that would be most complementary to that of the existing Board. A search strategy is then developed to identify candidates that meet the desired criteria. Once prospective director candidates are identified, the Company employs an external executive search firm to interview and evaluate selected candidates. Candidate selection is focused on identifying individuals that possess technical and industry expertise, as well as qualities that align with the culture and values of the existing Board. The external search firm then provides its short list of recommended candidates to the Corporate Governance & Nominating Committee for consideration, which makes its final candidate selection based on the current needs of the Board.
The foregoing director selection process was followed in connection with identifying and appointing Maryse Saint-Laurent and Peter Dey to the Board in 2019. The following table included the technical skills and experience of each director of the Company.

<table>
<thead>
<tr>
<th>BOARD COMPOSITION MATRIX</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Experience Serving on Producing Miner Boards</td>
</tr>
<tr>
<td>Engineering</td>
</tr>
<tr>
<td>Construction &amp; Mine Development</td>
</tr>
<tr>
<td>Accounting and Tax</td>
</tr>
<tr>
<td>Finance</td>
</tr>
<tr>
<td>Law</td>
</tr>
<tr>
<td>Public Relations</td>
</tr>
<tr>
<td>Government Relations</td>
</tr>
<tr>
<td>Risk Management Systems</td>
</tr>
<tr>
<td>Human Resources Management</td>
</tr>
<tr>
<td>CEO / Senior Management Experience</td>
</tr>
<tr>
<td>Strategy Development and Implementation</td>
</tr>
<tr>
<td>Joint Venture / Mergers &amp; Acquisitions / Divestitures</td>
</tr>
<tr>
<td>Investment Banking and Capital Markets</td>
</tr>
<tr>
<td>Capital Projects</td>
</tr>
<tr>
<td>Institute of Corporate Directors Certification</td>
</tr>
</tbody>
</table>

Board Committees

The Board currently has four formal standing committees: the HRCC, the Corporate Governance & Nominating Committee, the Audit Committee and the Technical & Sustainability Committee. The Board may also establish other committees as required from time to time.

The roles and responsibilities of each committee are set out in its written charter, as approved by the Board. Each committees’ charter is reviewed annually by the applicable committee and the Corporate Governance & Nominating Committee. Committees have the authority to retain legal and other advisors as appropriate.

Copies of the applicable committee charters are posted on the Company’s website at www.guygold.com.

Corporate Governance & Nominating Committee

The purpose of the Corporate Governance & Nominating Committee is to assist the Board in (i) establishing the Company’s corporate governance policies and practices generally; (ii) reviewing the effectiveness of the Board and its committees; (iii) promoting a culture of integrity throughout the Company; and (iv) identifying and recommending new nominees for election to the Board.

The Corporate Governance & Nominating Committee is also responsible for (i) monitoring the appropriateness of currently implemented corporate governance structures to ensure that the Board can function independently of the
senior officers of the Company; (ii) providing an orientation and education program for new directors; (iii) monitoring and, when appropriate, making recommendations to the Board concerning the corporate governance of the Company including assessing the Company’s corporate governance policies and practices, evaluating the functioning of the Board, its committees and individual directors and approving the annual disclosure of the Company’s corporate governance practices; and (iv) making recommendations for the various Board committees. The Committee also conducts an annual survey in which each director is requested to complete a questionnaire with a view to improving the effectiveness of the Board.

The Corporate Governance & Nominating Committee is currently comprised of Mr. Palmiere (Chair), Ms. Kei and Ms. Saint-Laurent each of whom is an independent director.

Audit Committee

The Audit Committee’s primary duties and responsibilities are to serve as an independent and objective party to monitor the Company’s financial reporting process and control systems, review and appraise the audit activities of the Company’s independent auditors, financial and senior management, and to review the lines of communication among the independent auditors, financial and senior management, and the Board for financial reporting and control matters.

The Audit Committee assists the Board in its oversight responsibilities with respect to (i) the financial reporting process and the quality, transparency and integrity of the Company’s financial statements and other related public disclosures; (ii) the Company’s internal controls over financial reporting; (iii) the Company’s compliance with legal and regulatory requirements relevant to the financial statements and financial reporting; (iv) ensuring that there is an appropriate standard of corporate conduct for senior financial personnel and employees including, if necessary, adopting a corporate code of ethics; (v) assessing the external auditors’ qualifications and independence; and (vi) the performance of the internal audit function and the external auditors. The Audit Committee also works with management and reports to the Board on issues relating to risk management.

All members of the Audit Committee are “financially literate” and “financial experts”, within the meaning of applicable regulations. In considering criteria for determination of financial literacy, the Board assesses the ability to understand financial statements of the Company. In determining accounting or related financial expertise, the Board considers familiarity with emerging accounting issues, past employment experience in finance or accounting, requisite professional certification in accounting, and any other comparable experience or background which results in the individual’s financial sophistication.

The members of the Audit Committee are Ms. Kei (Chair), Mr. Palmiere and Ms. Saint-Laurent, each of whom is an independent director.

Additional information concerning Audit Committee matters, including the qualifications of members, audit fees paid and the text of the Audit Committee charter are set forth in the Company’s AIF. The Audit Committee charter can also be accessed on the Company’s website at www.guygold.com.

Technical & Sustainability Committee

The primary duties and responsibilities of the Technical & Sustainability Committee are to assist the Board in carrying out its responsibilities with respect to monitoring and advising the exploration, development and operating activities of the Company, including the development and operation of the Aurora Gold Mine, from a technical, sustainable, financial and scheduling perspective including all current and future regulatory requirements. In addition, the committee will oversee all sustainable development, environmental, health and safety policies, principles, practices and processes. Such sustainable development practices include regular consultation with local communities and stakeholders. The committee is also responsible for oversight of production forecasts, budgets, life of mine plans, reserves and resources and management’s proposed public disclosure of a technical nature.

The members of the Technical & Sustainability Committee are Messrs. Marion (Chair), Palmiere and Pangbourne. Except for Mr. Pangbourne, the President and CEO of the Company, the members of the Technical & Sustainability Committee are independent directors.
The Technical & Sustainability Committee met formally six times in 2019. One of these meetings included a site visit to the Aurora Gold Mine and a meeting with the corporate social responsibility (“CSR”) group in Georgetown, Guyana. The site visits included a complete review of the different activities at the mine site. Each manager presented the performance of his various departments as far as safety, environmental compliance, production and actual unit cost compared to planned unit cost. Capital projects were also presented. The Technical & Sustainability Committee is not aware of any significant environmental issues of concern at the Aurora Gold Mine.

The Technical & Sustainability Committee physically toured the entire Aurora Gold Mine site including the various open pits, and the mill, maintenance and tailings facilities. The Technical & Sustainability Committee also met with the Company’s human resource manager to discuss workforce strategies and the Company’s safety and environmental manager, who presented statistics and plans to continue improving safety performance and to maintain environmental protection compliance. A CSR meeting was also held during the site visit.

**Human Resources & Compensation Committee**

The purpose of the Human Resources & Compensation Committee is to assist the Board in performing its duties relating to human resource matters including, without limitation, employment and compensation practices, human resource development and the executive compensation disclosure in the Company’s management information circular on an annual basis.

The Committee is responsible for reviewing and making recommendations to the Board with respect to (i) the Company’s compensation programs and the compensation of the Company’s senior officers and members; (ii) the overall compensation strategy and policies for directors and senior executive officers of the Company; (iii) the corporate goals and objectives relevant to the compensation of the CEO, evaluating the performance of the CEO in light of those goals and objectives, and recommending to the Board the compensation level of the CEO based on this evaluation; (iv) the compensation of the Non-Executive Chair; (v) the annual compensation of all other senior officers of the Company, as recommended by the CEO; (vi) the Company’s succession planning with respect to the CEO and other senior officers; (vii) any recommendations of senior officer appointments or terminations; (viii) the structure, design and application of the Company’s compensation programs to ensure they meet the Company’s principles, objectives and risk profile and do not encourage excessive risk taking; (ix) overseeing and approving awards under the Company’s incentive compensation plans (Stock Option Plan, Restricted Share Unit Plans and Deferred Share Unit Plans) in accordance with the terms of such plans, and administering all matters relating to any incentive compensation plans of the Company and any employee bonus plan of the Company to which the Committee has been delegated authority pursuant to the terms of such plan or by a resolution passed by the Board; (x) the Company’s incentive compensation plans that are subject to Board approval; (xi) the annual disclosure relating to executive compensation contained in the management information circular of the Company; (xii) the performance of the CEO and other members of senior management; (xiii) the Board compensation; (xiv) its Charter and recommending any proposed changes to its Charter to the Corporate Governance Committee; (xv) providing investors with informative and timely disclosure that enables shareholders to evaluate executive pay practices fully and fairly; (xvi) overseeing the transparency of compensation and oversight of internal controls used to review executive compensation; and (xvii) maintaining appropriate pay-for-performance alignment with an emphasis on long-term shareholder value. The mandate of the Human Resources & Compensation Committee is formalized in a written charter.

The members of the Human Resources & Compensation Committee are Ms. Saint-Laurent (Chair), Ms. Kei and Mr. Marion, each of whom is an independent director.

**Assessments**

As part of its charter, the Corporate Governance & Nominating Committee is responsible for reviewing the effectiveness of the Board and its committees, pursuant to which the Corporate Governance & Nominating Committee circulates a written survey questionnaire to directors assessing the effectiveness of the Board and its committees and the performance of each director.
Director Term Limits

The Board does not consider it appropriate or necessary to limit the number of terms a director may serve or impose a mandatory retirement age due to the time and effort necessary for each director to become familiar with the business of the Company. As an alternative to term limits or a mandatory retirement age, in addition to reviewing Board and individual director performance on an annual basis, as part of assessing the composition of the Board, the Corporate Governance & Nominating Committee considers, among other things, the tenure of the existing directors and appropriate mix of tenures, as well as Board succession planning. Three of the five current directors were appointed in 2019. See also “Compensation Discussion and Analysis” and “Corporate Governance – Assessments”.

Board Diversity and Renewal Policy

Diversity is an important consideration in determining the composition of the Board. The Company has sought to increase diversity at the Board level through the recruitment efforts of the Corporate Governance & Nominating Committee, in accordance with the Company’s formal diversity policy. The Company believes that a Board composed of highly qualified individuals from diverse backgrounds promotes better corporate governance, performance and effective decision-making.

The Board revised its formal diversity policy in March 2020, to reflect the amendments to the CBCA, whereby diversity refers to the following designated groups: (i) women, (ii) Indigenous peoples (First Nations, Inuit and Métis), (iii) persons with disabilities, and (iv) members of visible minorities (collectively, the “designated groups”).

The primary objectives of the Board and the Corporate Governance & Nominating Committee are to ensure consideration of individuals who are highly qualified, based on their talents, experience, functional expertise and personal skills, character and qualities, having regard to the Company’s current and future plans and objective with due regard for the benefits of diversity.

Diversity is also an important consideration in determining the composition of the Company’s senior management team. The Company believes that having individuals in senior management roles from diverse backgrounds promotes better innovation, performance and effective decision-making. With respect to senior management appointments, the Company recruits, manages and promotes on the basis of an individual’s competence, qualification, experience and performance, also with due regard for the benefits of diversity which including representation in senior management positions.

Gender diversity remains an important component of the Company’s diversity strategy and policy. The Board is committed to ensuring that gender diversity is actively pursued and seeks to ensure that at least one woman is represented on the Board at all times, giving due consideration to all other factors set forth in the policy.

The Company will seek to achieve the following targets:

<table>
<thead>
<tr>
<th>Category</th>
<th>Objective Percentage</th>
<th>Female Representation Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Women in Senior Management Positions</td>
<td>25%</td>
<td>33%</td>
</tr>
<tr>
<td>Number of Women on the Board</td>
<td>30%</td>
<td>40%</td>
</tr>
</tbody>
</table>


The Board has not yet set targets in its formal diversity policy with respect to designated groups other than women.

Currently, with respect to designated groups other than women, on the Board, there is one individual who self-identifies as a member of a designated group representing 20% of the Board of Directors. Currently, there are no members of senior management, who self-identify as a member of a designated group other than women.
The number and proportion of Directors and members of senior management who self-identified as being a member of the designated groups have been furnished by the respective Directors and members of senior management on a voluntary basis and such responses have not been independently verified by the Corporation.

The objectives of the Company’s diversity policy are to:

- enhance organizational strength, problem solving ability and the opportunity for innovation through diversity by making diversity a primary consideration in the composition of the Board and the Company’s senior management team;
- ensure consideration of individuals who are highly qualified, based on their talents, experience, functional expertise and personal skills, character and qualities, having regard to the Company’s current and future plans and objectives, as well as anticipated regulatory and market developments; and
- ensure that diversity is actively pursued including that at least one woman is represented on the Board at all times.

To maintain the effectiveness of the policy, the Company conducts annual review sessions to review the level of representation of the designated groups on the Board and senior management team, to consider the benefits of diversity on the Board and senior management team, and to evaluate the Company’s progress toward meeting its diversity targets currently established in the Company’s diversity policy.

The Corporate Governance & Nominating Committee measures the effectiveness of the policy annually based on the Company’s progress toward achievement of the policy’s objectives.

To support increased diversity at the Board and senior management level, the Board and the Corporate Governance & Nominating Committee will review and discuss the level of representation of designated groups on the Board and in senior management roles. This review will include consideration of the effectiveness of the diversity policy in increasing such representation as new directors and senior management join the Company over time, which will be assessed based on the number of directors and senior management candidates identified from designated groups, the number of such candidates that advance in the selection process and the number that are appointed or nominated to the Board or senior management positions, as applicable. Furthermore, in an effort to increase the representation of designated groups on the Board and in senior management roles, when identifying new candidates to recommend for election or appointment, the Board (or the Corporate Governance & Nominating Committee) will conduct a thorough search for candidates that meet the Board’s criteria. If such external advisors are engaged, they will be instructed to put forward a diversity of candidates, including candidates from designated groups.

**Shareholder Engagement and Board Outreach Programs**

To facilitate Shareholder engagement with the Board, the Company maintains biographies of each director on its website and provides details of Chair and committee membership for each Board subcommittee in its AIF. The Company’s AIF for the fiscal year ended December 31, 2019, is available on SEDAR at www.sedar.com.

Shareholders can contact any director by: sending enquiries through the Company’s contact details on its website; contacting the Company’s Vice President, Corporate Finance & Investor Relations, whose contact information is provided in the Company’s press releases; or via the Company’s Whistleblower Policy which contains relevant contact information.

To facilitate Shareholder outreach, the Company: releases all material news via press releases in a timely fashion; holds investor conference calls following quarterly releases and on occasion, following major news events; conducts marketing campaigns and maintains up to date marketing presentations on its website; responds to all Shareholder and media enquiries, whether by phone or email, in a timely fashion; and hosts site visits to the Aurora Gold Mine. Playback recordings of investor conference calls are provided on the Company’s website allowing Shareholders to listen at their convenience. Management also routinely participates in industry sponsored investment conferences and meets directly with equity analysts to discuss material news.
Director Attendance

The information set forth below reflects the attendance of each director of the Company at each meeting of the Board and the committees thereof during the fiscal year ended December 31, 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Board of Directors Meetings</th>
<th>Audit Committee Meetings</th>
<th>Human Resources &amp; Compensation Committee Meetings</th>
<th>Corporate Governance &amp; Nominating Committee Meetings</th>
<th>Technical &amp; Sustainability Committee Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>René Marion</td>
<td>17 of 17</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>6 of 6</td>
</tr>
<tr>
<td>Alan Pangbourne(1)</td>
<td>8 of 9</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>2 of 2</td>
</tr>
<tr>
<td>Wendy Kei</td>
<td>17 of 17</td>
<td>5 of 5</td>
<td>5 of 5</td>
<td>3 of 3</td>
<td>N/A</td>
</tr>
<tr>
<td>Allen Palmiere(2)</td>
<td>9 of 9</td>
<td>1 of 1</td>
<td>N/A</td>
<td>N/A</td>
<td>2 of 2</td>
</tr>
<tr>
<td>Maryse Saint-Laurent(3)</td>
<td>13 of 13</td>
<td>2 of 2</td>
<td>4 of 4</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Former Directors**

<table>
<thead>
<tr>
<th>Name</th>
<th>Board of Directors Meetings</th>
<th>Audit Committee Meetings</th>
<th>Human Resources &amp; Compensation Committee Meetings</th>
<th>Corporate Governance &amp; Nominating Committee Meetings</th>
<th>Technical &amp; Sustainability Committee Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Beatty(4)</td>
<td>6 of 8</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Scott Caldwell(5)</td>
<td>12 of 12</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>4 of 4</td>
</tr>
<tr>
<td>Jean-Pierre Chauvin(6)</td>
<td>7 of 8</td>
<td>2 of 3</td>
<td>3 of 3</td>
<td>3 of 3</td>
<td>3 of 4</td>
</tr>
<tr>
<td>Peter Dey(6)</td>
<td>5 of 5</td>
<td>N/A</td>
<td>N/A</td>
<td>2 of 2</td>
<td>N/A</td>
</tr>
<tr>
<td>Alan Ferry(7)</td>
<td>1 of 3</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Michael Richings(8)</td>
<td>8 of 8</td>
<td>3 of 3</td>
<td>3 of 3</td>
<td>3 of 3</td>
<td>4 of 4</td>
</tr>
</tbody>
</table>

Notes:

(1) Alan Pangbourne was appointed to the Board effective May 1, 2019. Mr. Pangbourne was appointed as a member of the Audit Committee and the Technical & Sustainability Committee effective August 1, 2019. Mr. Pangbourne was appointed a member of the Human Resources & Compensation Committee on June 14, 2019 and resigned on December 31, 2019. He also resigned as a member of the Audit Committee on December 31, 2019. Such resignations were due to his appointment as President and CEO of the Company.

(2) Allen Palmiere was appointed to the Board effective May 1, 2019. Mr. Palmiere was appointed to the Audit Committee and the Technical & Sustainability Committee effective May 22, 2019. He resigned as a member of the Audit Committee on August 1, 2019 but was re-appointed on January 1, 2020 as he was no longer Interim CEO of the Company.

(3) Maryse Saint Laurent was appointed to the Board effective March 5, 2019, and appointed as the Chair of the Human Resources & Compensation Committee on, and member of the Audit Committee effective, May 22, 2019.

(4) David Beatty, Michael Richings, and Jean-Pierre Chauvin attended meetings of the Board and Board committees prior to not standing for re-election at the 2019 Annual General Meeting.

(5) Scott Caldwell stepped down as a member of the Technical & Sustainability Committee and as a Director on May 22, 2019 and July 31, 2019, respectively.

(6) Peter Dey was appointed to the Board effective March 6, 2019 and resigned as a Director and the Chair of the Corporate Governance & Nominating Committee on June 12, 2019.

(7) Alan Ferry resigned as a Director on January 21, 2019.
Indemnification of Directors and Executive Officers

The by-laws of the Company provide that the Company is required to indemnify a director or officer, former director of officer or person who acts or acted at the Company’s request as a director or officer of a body corporate of which the Company is or was a shareholder or creditor, and his or her heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of having been a director or officer of such body corporate if (a) he or she acted honestly and in good faith with a view to the best interests of the Company, and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful. The Company shall also indemnify and may advance moneys to such persons in such circumstances as the CBCA permits or requires, all in accordance with the by-laws of the Company. The Company has also entered into indemnity agreements with its directors and officers.

Indebtedness of Directors and Executives Officers

There is currently no outstanding indebtedness owing to the Company or any subsidiary of the Company, or to another entity which is or was the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or any subsidiary of the Company, of (i) any director, executive officer or employee of the Company or any of its subsidiaries; (ii) any former director, executive officer or employee of the Company or any of its subsidiaries; (iii) any proposed nominee for election as a director of the Company; or (iv) any associate of any current or former director, executive officer or employee of the Company or any of its subsidiaries or of any nominee.

Interests of Informed Persons in Material Transactions

No director, executive officer, Shareholder beneficially owning (directly or indirectly) or exercising control or direction over more than 10% of the Shares (or any director or executive officer thereof), or nominee for election as a director of the Company, and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the beginning of the Company’s last completed fiscal year or in any proposed transaction which, in either such case, has materially affected or will materially affect the Company or any subsidiary of the Company, other than as disclosed herein. See “Information Concerning the Arrangement - Interests of Certain Persons in the Arrangement” and “Information Concerning the Arrangement - Termination Payments”.

Interests of Certain Persons in Matters to be Acted Upon

No person who has been a director or executive officer of the Company at any time since the commencement of the last completed fiscal year of the Company ended December 31, 2019, no nominee for election as a director of the Company, and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any matter to be acted upon at the Meeting, other than as disclosed herein. See “Information Concerning the Arrangement - Interests of Certain Persons in the Arrangement” and “Information Concerning the Arrangement - Termination Payments”.

Additional Information

Additional information relating to the Company is available on SEDAR at www.sedar.com. Financial information is provided in the Company’s comparative financial statements and management discussion and analysis for the year ended December 31, 2019. Shareholders may contact the principal office of the Company located at Suite 802, 375 University Avenue, Toronto, Ontario, Canada, M5G 2J5, to request copies of the Company’s annual financial statements and the Company’s management discussion and analysis for its most recently completed fiscal year.

INFORMATION CONCERNING THE ARRANGEMENT

The following summarizes, among other things, the principal elements of the Arrangement and related transactions, and the material terms of the Arrangement Agreement. A copy of the Plan of Arrangement is attached as Appendix C to this Circular and the Arrangement Agreement is available under the Company’s profile on SEDAR. Shareholders are urged to read the Plan of Arrangement and the Arrangement Agreement in their entirety for a more
complete description of the Arrangement. Capitalized terms used to describe the Arrangement that are not defined in the Glossary of Terms or elsewhere in this Circular have the meanings ascribed to them in the Arrangement Agreement.

On June 11, 2020 Guyana Goldfields, the Purchaser and Zijin entered into the Arrangement Agreement, pursuant to which the Purchaser will, among other things, acquire all of the outstanding Company Shares not owned by the Purchaser or Zijin in exchange for the Consideration pursuant to the Plan of Arrangement. Upon completion of the Arrangement, Guyana Goldfields will become a wholly-owned subsidiary of the Purchaser.

**Background to the Arrangement**

The provisions of the Arrangement Agreement are the result of arm’s length negotiations conducted between Guyana Goldfields and Zijin and their respective financial and legal advisors. The following is a summary of certain relevant background events, as well as the material meetings, discussions, negotiations and other interactions between the Company, Zijin and certain other interested parties that led to the execution and public announcement of the Arrangement Agreement and the Loan Agreement.

The recent history of the Company and its operations at the Aurora Gold Mine in Guyana, which began commercial production in January 2016, has been characterized by a number of operational and management challenges. Following the announcement of the latest life of mine plan for the Aurora Gold Mine in February 2018 and the completion of the first phase of a mill expansion in March 2018, on July 16, 2018, the Company reduced its previously announced 2018 production guidance to 175,000-185,000 ounces of gold (from 190,000-210,000 ounces of gold) and increased its all-in sustaining cost (“AISC”) guidance for the year to $945-$995 per ounce (from $830-$880 per ounce). Subsequently, in late October 2018, the Company further reduced its 2018 production guidance to 150,000-155,000 ounces of gold, and further increased its AISC guidance for the year to $1,025-$1,050 per ounce. The Company also announced at such time that the achievement of anticipated head grades in the fourth quarter of 2018 was no longer considered likely, and attributed this underperformance to grade variability not captured in the Company’s original 2012 resource model on which the life of mine plan was based. As such, the Company undertook a review of the 2012 resource model with the assistance of RPA, who was retained as the Company’s technical consultant.

In late July 2018, the Company announced that the Board had appointed Mr. René Marion, one of the Company’s independent directors, as Non-Executive Chair, replacing Mr. Patrick Sheridan who had served as Executive Chair of the Company since 2013 and prior to that had been the President and Chief Executive Officer of the Company from 1996 to 2013. This began a period of management renewal marked by the appointment of several new senior officers of the Company over the following six months. Mr. Sheridan continued to serve as a director of the Company until his resignation in late October 2018.

On January 2, 2019, the Company announced that a group of dissident shareholders (the “Dissident Shareholders”) led by Mr. Sheridan had requisitioned a special meeting of Shareholders for the purpose of replacing the Board with a slate of directors proposed by the Dissident Shareholders.

On January 22, 2019, in response to the Dissident Shareholders’ meeting requisition, the Company announced that it would hold an annual and special meeting of Shareholders on May 22, 2019. The Company noted in its news release that Mr. Alan Ferry has resigned as a director to allow for Board refreshment. The Company also announced that it had engaged RBC Capital Markets and Maxit Capital LP as financial advisors.

On March 6, 2019, the Company announced the appointment of two new directors, Ms. Maryse Saint-Laurent and Mr. Peter Dey, as independent, non-executive members of the Board.

During the first quarter of 2019, the Company engaged in discussions with certain third parties to assess interest in a potential business combination or other alternative transaction involving the Company. Among the third parties contacted by the Company during this period were Zijin and Silvercorp. On February 20, 2019, the Company and Zijin entered into a confidentiality agreement to facilitate Zijin’s due diligence on the Company and, on March 11, 2019, the Company and Silvercorp entered into a confidentiality agreement to facilitate Silvercorp’s due diligence on the Company.
On March 26, 2019, the Company announced the results of an updated mineral resources and mineral reserves estimate, and an updated life of mine plan completed by RPA on the Aurora Gold Mine. This life of mine plan contemplated the continued mining of the Rory’s Knoll deposit via the existing open pit until early 2022 and the development of an underground mine providing further access to the deposit. The underground mine was expected to be in full production by the end of 2020. This announcement was followed on March 29, 2019 by the filing of a technical report entitled “Report On The Aurora Gold Mine, Guyana” prepared by RPA in accordance with NI 43-101 in support of the Company’s updated mineral resources and mineral reserves estimate (the “2019 Technical Report”).

On the same day, the Company also reported its operational and financial results for the fourth quarter and full year 2018. On a full-year basis, the Company produced 150,450 ounces of gold in 2018 at an AISC of $1,097 per ounce – just within the bottom of the range of the Company’s revised production guidance announced on October 30, 2018, but at an AISC above the top end of the Company’s revised range. In addition, the Company announced its production and cost guidance for 2019, which contemplated 145,000-160,000 ounces of gold being produced during the year at an AISC of $1,175-$1,225 per ounce.

On April 28, 2019, the Company reached a settlement with the Dissident Shareholders. As part of the settlement, the Company appointed two new independent directors, Mr. Alan Pangbourne and Mr. Allen Palmiere, to the Board, and three incumbent members of the Board resigned. The result was an agreed upon slate of directors consisting of Messrs. Pangbourne and Palmiere, Mr. Marion, Ms. Saint-Laurent, Mr. Dey and Ms. Wendy Kei who were elected as directors at the Company’s annual and special meeting held on May 22, 2019. Mr. Dey subsequently resigned from the Board for health reasons in mid-June 2019.

On April 30, 2019, the Company announced an optimized life of mine plan that provided for further optimization of the mining schedule. The Company also reported gold production for the first quarter of 2019 of 36,600 ounces at an AISC of $1,378 per ounce.

On July 22, 2019, the Company announced the appointment of Mr. Leon Binedell as Chief Financial Officer, such appointment to be effective August 26, 2019.

On July 30, 2019, the Company announced its second quarter 2019 operational and financial results. Gold produced for the second quarter of 2019 totaled 37,300 ounces at an AISC of $1,323 per ounce. The Company also announced that Mr. Scott Caldwell had stepped down as the Company’s President and Chief Executive Officer and as a director of the Company effective as of July 31, 2019, and that Mr. Palmiere was assuming leadership of the Company as Interim Chief Executive Officer, effective as of that date.

During the following three months, management of the Company worked to better understand, among other things, the ongoing challenges in achieving a sequence of mining and waste development plan in the open pit that would enable stable ore production as well as the lowering of AISC to more average industry levels. The Company maintained and expanded an ongoing dialogue with a number of lenders, private equity firms, and royalty and streaming companies regarding financing for the planned development of the open pit and the underground mine. The Company also had discussions with certain other mining companies regarding possible business combinations or other alternatives.

On October 30, 2019, following the close of trading on the TSX, the Company announced its third quarter 2019 operational and financial results. Gold produced for the third quarter of 2019 totaled 22,100 ounces at an AISC of $1,882 per ounce. The Company also noted that it had embarked on a comprehensive mine, production and cost savings review plan to make the necessary changes and improvements to increase productivity and profitability in order to maximize the value of the Aurora Gold Mine (the “2019 LOM Review”), and had appointed RPA to assist in this review and to build on the prior work conducted that culminated in the release of the 2019 Technical Report. Management noted that the 2019 LOM Review could potentially result in a change in the sequence of open pit development and ore release, the timing of access to the Rory’s Knoll underground and the mining methods. In the meantime, the Company advised that full year production was expected to be below the Company’s previously released guidance, and that such guidance no longer reflected current operating realities. On the following day, the price of the Company Shares on the TSX closed at C$0.53 per share, representing a decrease of 30% relative to the previous day’s closing price.
On November 22, 2019, RBC Capital Markets was formally engaged to provide financial advisory services to the Company, primarily in relation to exploring financing alternatives.

On November 25, 2019, the Company announced the appointment of Mr. Pangbourne as the Company’s permanent President and Chief Executive Officer, such appointment to be effective January 1, 2020.

On December 5, 2019, the Board met to discuss, among other things, the liquidity status and financing prospects of the Company. On December 20, 2019, the Board met again to consider, among other things, the financing that was required to provide sufficient near-term liquidity to continue the underground development of the Aurora Gold Mine as planned. At that meeting, the Board authorized management to pursue, directly and through RBC Capital Markets, potential sources of debt and/or equity financing.

On December 23, 2019, RBC Capital Markets began a broad outreach to parties potentially interested in providing debt and/or equity financing to the Company. The initial outreach list comprised of 8 financial parties and 15 strategic parties, including Zijin, who was contacted on January 8, 2020.

On January 27, 2020, the Company instructed RBC Capital Markets to expand its outreach to include parties that may be interested in a change of control transaction. In total, RBC Capital Markets and the Company contacted 66 parties, consisting of 54 potential acquirors and 12 potential financing parties. The Company entered into confidentiality agreements with 22 of those parties to facilitate due diligence on the Company, and certain of such parties were provided with a draft financial model for the Company on February 19, 2020.

On February 25, 2020, following the close of trading on the TSX, the Company announced the results of its fourth quarter and full year 2019 production. The Company announced that gold production at the Aurora Gold Mine totaled 28,300 ounces in the fourth quarter of 2019, which was up 28% from the third quarter of 2019 but down 28% from the fourth quarter of 2018. The Company also disclosed that it anticipated that ore production from the Rory’s Knoll open pit would be interrupted for between four and six months, beginning in the second quarter of 2020 and ending at the end of the third quarter of 2020, as the Company focused on waste stripping. In addition, the Company announced that, with the assistance of RBC Capital Markets, it was exploring financing and strategic alternatives to fund the cost of additional waste stripping for the open pit and the development of the underground mine. On the following day, the price of the Company Shares on the TSX closed at C$0.37 per share representing a decrease of 45% relative to the previous day’s closing price.

Also on February 25, 2020, the Company received a revised term sheet from a potential lender (the “Interested Lender”) for a total of $85 million in financing, consisting of loan facilities in the aggregate principal amount of $80 million and a $5 million equity investment. This proposal, when initially submitted to the Company two weeks prior, had been made subject to a number of conditions, including the completion of due diligence, the obtaining of the Interested Lender’s investment committee approval, and the separate completion by the Company of an equity financing with one or more third parties in an amount to be agreed between the Company and the Interested Lender. The revised term sheet received on February 25, 2020 required that such equity financing result in net proceeds to the Company of not less than $20 million. Over the course of the following four weeks, the Interested Lender engaged a consultant to perform a review and assessment of the Company’s life of mine plan and financial model, and the parties engaged in discussions and negotiations, including the exchange of several further drafts of the term sheet.

In late February 2020, Silvercorp inquired, via its financial advisor, whether it could review updated information regarding the Company and the Aurora Gold Mine pursuant to the confidentiality agreement between Silvercorp and the Company dated March 11, 2019. The Company provided Silvercorp with access to the updated information on March 3, 2020.

On February 27, 2020, the Board members met with representatives of RBC Capital Markets to receive a progress report on their outreach efforts.

At a Board meeting held on March 2, 2020, the Board received a briefing from Mr. Pangbourne on the progress of direct discussions between management and certain potentially interested parties.
On March 3, 2020, during the week of the 2020 PDAC conference in Toronto, Ontario, the executives from the Company met with executives from Zijin at the RBC Capital Markets’ offices. During this meeting, Zijin expressed interest in exploring an acquisition of the Company by Zijin. On the same day, the Company and Zijin entered into a new confidentiality agreement to facilitate Zijin’s due diligence on the Company, as the previous confidentiality agreement dated February 20, 2019 had expired.

On March 4, 2020, representatives of Silvercorp and the Company met in person with their respective advisors during the PDAC conference in Toronto, Ontario. At such meeting, Silvercorp indicated that it was proposing to acquire all of the outstanding shares of the Company for C$0.60 per share, with such consideration comprised of approximately 50% in cash and 50% in Silvercorp Shares, subject to the Company entering into an exclusivity period of up to four weeks to allow for due diligence to be completed. This proposal was reflected in a written, non-binding expression of interest delivered to RBC Capital Markets by Silvercorp’s financial advisor, Canaccord Genuity on March 6, 2020.

On March 6, 2020, the Board met to receive a status update from management on financing and discussions held during the week of the PDAC conference with various interested parties, including private equity companies, providers of project finance and bank debt, and other mining companies, including Zijin and Silvercorp. Management noted to the Board that each of the debt financing options being pursued would require an equity component of at least $20 million, and that the recent decrease in the Company’s share price would make that equity financing condition more difficult to satisfy.

On or about March 7, 2020, RBC Capital Markets sent a form of process letter to a total of 15 parties (including Zijin, Silvercorp and the Interested Lender) who had previously executed confidentiality agreements with the Company. Following an initial review of certain confidential information, these parties had expressed an interest in pursuing further due diligence on the Company. The parties were provided access to a virtual data room established by the Company and the Company began to schedule in-person site visits for certain interested parties to the Aurora Gold Mine, including Zijin and Silvercorp. Interested parties were requested to submit indicative proposals by a deadline of March 25, 2020, which deadline was subsequently extended until April 1, 2020 due to extraneous circumstances related to COVID-19.

Throughout the month of March 2020, the Company held conference calls with Silvercorp, Zijin and certain other interested parties and their respective financial and legal advisors in which they discussed the Company’s need for interim funding during the period between the entering into of a definitive agreement for an acquisition transaction and the completion of such a transaction. The discussions included consideration of possible structures for a bridge loan to the Company during such period.

On March 18, 2020, the Company announced that as a result of travel restrictions imposed by the Government of Guyana to contain the spread of COVID-19, the Company had temporarily suspended underground development at the Aurora Mine. These travel restrictions also made any in-person site visits to the Aurora Gold Mine by any of the interested parties who had requested such visits impossible for an indeterminate period of time. In light of these travel restrictions, the Company provided various photos and “virtual” video walking tours of the mine and uploaded them in the data room for two of the interested parties who had requested site visits.

On March 25, 2020, Silvercorp provided the Company with a preliminary draft of the original Silvercorp Arrangement Agreement.

On March 27, 2020, the Company announced the completion of the 2019 LOM Review, resulting in an updated mineral resources and mineral reserves estimate and life of mine plan for the Aurora Gold Mine (the “New LOM Plan”). In its announcement, the Company disclosed that the New LOM Plan would require initial capital expenditures of approximately $141 million (inclusive of a 20% contingency) to develop the underground mine in 2020 and 2021 and that such amounts were proposed to be partially funded by cash flows from operations. In addition, the Company disclosed that its peak funding requirement was expected to be approximately $100 million, inclusive of the amounts required for additional waste stripping for the open pit and for underground development.

By the date of announcement of the New LOM Plan, the Company’s share price had decreased to approximately C$0.30 per share, representing a market capitalization of approximately $40 million. In the course of the Company’s ongoing discussions with potential project or bank debt financiers, such financiers indicated that the minimum...
equity funding requirement for such financing would increase to approximately 50% of the Company’s peak funding requirement announced on March 27, 2020, or approximately $50 million, an amount which exceeded the Company’s market capitalization. Around the same time, the Interested Lender indicated that the quantum of funding potentially available under its proposed loan facilities would be less than the $80 million originally contemplated, which would necessitate further revisions to the term sheet previously provided to provide for a significant increase in the third party equity component. In light of the uncertainty these discussions created regarding the availability of debt financing options, and the challenge of raising sufficient equity during the initial uncertainty created by the COVID-19 pandemic and the highly dilutive nature of the required equity, coupled with the prolonged period of time to execute such a large equity raise which would put undue pressure on the limited liquidity the Company had available at the time, the Company decided to adjust its focus more towards exploring alternative strategic and financing opportunities.

On March 31, 2020, Canaccord Genuity orally delivered on behalf of Silvercorp a non-binding proposal to RBC Capital Markets that indicated that Silvercorp would be willing to acquire all of the outstanding shares of the Company for consideration consisting of cash and Silvercorp Shares, but representing value per Company Share less than the C$0.60 per Company Share reflected in Silvercorp’s previous written expression of interest delivered to RBC Capital Markets on March 6, 2020. Canaccord Genuity indicated that the decrease in the consideration offered relative to the consideration set out in Silvercorp’s March 6, 2020 written expression of interest reflected additional information on the Company’s financial position that had been noted by Silvercorp during the due diligence process.

On April 1, 2020, RBC Capital Markets received from Zijin a non-binding proposal for a strategic investment in the Company which contemplated, among other things, (i) a subscription by Zijin, on a private placement basis, for such number of Company Shares from treasury as would represent a pro forma 19.9% equity interest in the Company on a fully diluted basis, at a price of C$0.495 per Company Share, and (ii) the provision by Zijin to the Company of a $20 million senior secured term loan facility with a term to maturity of two years. Zijin’s proposal further contemplated, following the completion of the private placement and the term loan, an exclusivity period of four months within which the Company and Zijin would negotiate a definitive agreement for the acquisition by Zijin of all the outstanding Company Shares at a price of C$0.495 per Company Share. Zijin’s proposal was subject to the satisfactory completion of due diligence by Zijin, including (as a condition precedent to the entering into of any definitive acquisition agreement) an in-person site visit, the timing of which was uncertain given the prevailing travel restrictions imposed by the Government of Guyana.

In addition to the Silvercorp and Zijin proposals, a third non-binding proposal was received on April 1, 2020 from another party interested in acquiring all the outstanding Company Shares that was near the offer prices proposed by Silvercorp and Zijin, and was also subject to requirements for additional due diligence including a site visit. On the same day, RBC Capital Markets advised each of Silvercorp, Zijin and such third interested party that their offers were not differentiated in value from the others. RBC Capital Markets also advised Zijin and the third interested party that the confirmatory due diligence and site visit conditions included in their offers posed a higher execution risk to the Company.

On April 3, 2020, the Company received a revised written non-binding proposal from Silvercorp with an increased offer price relative to their March 31, 2020 oral non-binding proposal, but still representing value per Company Share less than their March 6, 2020 written expression of interest. Accompanying the Silvercorp proposal was a revised draft of the original Silvercorp Arrangement Agreement.

On April 3, 2020, the Board met and received a presentation from RBC Capital Markets that included a situation overview, an analysis of the Company’s share price performance, a review of the strategic process to date and an analysis of the strategic and financing alternatives available to the Company. At that meeting, it was discussed that, in the absence of securing financing, the Company expected to be required to put the Aurora Gold Mine on care and maintenance by June 2020, and would require external financing of approximately $25 million in order to do so in an orderly manner. Although the Company had received expressions of interest from potential sources of equity, debt and other financing, except for the Interested Lender referred to above, no party had provided a written proposal, nor had any party completed due diligence. Prior to the conclusion of the meeting, the Board authorized management to engage in more detailed discussions with Silvercorp, while maintaining a dialogue with Zijin and certain of the other parties which had submitted acquisition proposals.
On April 4, 2020, the Company delivered to Silvercorp a draft of a term sheet for a $25 million secured bridge loan from Silvercorp for the primary purpose of funding certain expenses of the Company pending the completion of the acquisition of the Company given concerns of the limited liquidity available to the Company at the time.

On April 5, 2020, the Company provided Silvercorp with a counter-proposal to Silvercorp’s April 3, 2020 revised non-binding proposal, in which the Company proposed to increase the offer price to C$0.65 per Company Share, comprised of C$0.20 in cash consideration and C$0.45 in share consideration (assuming full pro ration).

On April 6, 2020, the Company received an additional non-binding proposal from a fourth interested party for the acquisition of all of the outstanding Company Shares. The offer price in this proposal was lower than the prevailing Silvercorp and Zijin offer prices and this proposal remained subject to due diligence, including an in-person site visit, the timing of which was uncertain given the prevailing travel restrictions imposed by the Government of Guyana. This proposal provided for certain interim funding for the Company in the form of a private placement of Company Shares. On the following day, this interested party increased its offer price per Company Share, but to a level that was still below the prevailing Silvercorp and Zijin offer prices.

Also on April 6, 2020, the Board met to receive an update from management on the recent discussions and negotiations that had taken place to date with Silvercorp and the other interested parties. At such time, Silvercorp had not yet responded to the Company’s counter-proposal made the previous day. The Board also considered the request by Silvercorp set out in its April 3, 2020 revised proposal for a period of exclusive negotiations between Silvercorp and the Company within which to finalize definitive agreements, and the advantages and risks associated with proceeding on such basis. Prior to the conclusion of the meeting, the independent members of the Board (being all of the directors other than Mr. Pangbourne) held an in camera session with Fasken to discuss, among other things, the merits of obtaining a fairness opinion from an independent financial advisor on a fixed fee basis, and the process for completing reciprocal due diligence on Silvercorp.

On April 7, 2020, Silvercorp delivered a revised non-binding proposal to acquire 100% of the outstanding shares of the Company at a price of C$0.60 per share, comprised of C$0.20 in cash consideration and C$0.40 in share consideration (assuming full pro ration). Included in the proposal was a revised draft of the bridge loan term sheet contemplating a $15 million secured bridge loan.

On April 9, 2020, the Board met to consider the proposals received to date. RBC Capital Markets provided the Board with, among other things, an update on the discussions that had occurred with the interested parties since April 3, 2020 and a summary of the key terms and implied metrics of the proposals that had been received. Following discussion, which included consideration of the strategic alternatives available to the Company, the Board authorized the execution of the non-binding proposal provided by Silvercorp in substantially the form reviewed by the Board. Prior to the conclusion of the meeting, the independent members of the Board held an in camera session during which such members of the Board discussed a number of proposals that had been received from independent financial advisors to provide a fairness opinion on a fixed fee basis.

On April 10, 2020, the Company and Silvercorp settled the terms of and executed the non-binding proposal, which provided for a two-week period of exclusive negotiations until 11:59 p.m. (Toronto time) on April 24, 2020. Upon the execution of this non-binding proposal, the Company ceased its discussions with all other interested parties.

On April 14, 2020, the Company and Silvercorp entered into a confidentiality agreement for the purpose of facilitating the Company’s reciprocal due diligence on Silvercorp during their period of exclusive negotiations. Between April 14, 2020 and April 26, 2020, the Company and its advisors conducted technical, financial, tax and legal due diligence on Silvercorp and its business and assets.

On April 15, 2020, the Board engaged Stifel GMP on a fixed fee basis to provide a fairness opinion to the Board with respect to the consideration to be received by Shareholders under the original Silvercorp Arrangement.

On April 16, 2020, the Company received an initial draft of the Silvercorp Loan Agreement from Silvercorp, and on April 17, 2020 the Company sent to Silvercorp a revised draft of the original Silvercorp Arrangement Agreement. Between April 17 and April 26, 2020, Guyana Goldfields and Silvercorp, together with their respective financial and legal advisors, engaged in discussions and negotiations with respect to the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement.
On April 21, 2020, in the context of the Company’s due diligence investigations regarding Silvercorp, an oral due diligence session was held by conference call among the parties and their respective advisors during which management of Silvercorp responded to questions previously provided in writing to Silvercorp.

On the morning of April 24, 2020, the Board met to receive a due diligence report from each of RPA, E&Y and Fasken regarding technical, financial and tax, and legal due diligence matters, respectively, to receive presentations from each of the Financial Advisors and Fasken on the terms of the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement, and to review and consider near-final drafts of the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement. Following a discussion regarding certain outstanding due diligence matters relating to Silvercorp, the Board determined to adjourn the meeting until April 26, 2020, at which time it would hear a report on these items. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

In the evening of April 24, 2020, Guyana Goldfields and Silvercorp agreed to extend their exclusivity period until 11:59 p.m. (Toronto time) on April 27, 2020. Over the course of the next two days, the parties and their respective financial and legal advisors continued to work to settle any outstanding issues under the original Silvercorp Arrangement Agreement and related documents. In addition, under the terms of the original Silvercorp Arrangement Agreement, the share exchange ratio for Shareholders who elected to receive Silvercorp Shares was fixed at 0.1195 of a Silvercorp Share per Company Share (or 0.0796 of a Silvercorp Share per Company Share if all Shareholders were to elect to receive cash consideration), based on the volume weighted average price for the Silvercorp Shares of C$5.02 for the 20 trading day period ended April 24, 2020.

On April 26, 2020, the Board resumed its adjourned meeting of April 24, 2020 to receive an update on the outstanding due diligence matters and the terms of the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement. During that meeting, following a review of the process and methodologies considered by each of the Financial Advisors in evaluating the terms of the original Silvercorp Arrangement Agreement, the Board received an oral opinion from each of the Financial Advisors that, as of April 26, 2020, based upon and subject to certain assumptions and limitations, the consideration to be received by Shareholders under the original Silvercorp Arrangement was fair, from a financial point of view, to the Shareholders (other than Silvercorp). After discussion, including the holding of an in camera session of the independent directors, the Board determined that the original Silvercorp Arrangement was in the best interests of the Company and was fair to Shareholders and unanimously passed a resolution approving the original Silvercorp Arrangement and the loan, authorizing Guyana to enter into the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement, and recommending to the Shareholders that they vote in favour of the Silvercorp Arrangement.

Following the foregoing meeting, Guyana Goldfields and Silvercorp settled the terms of the original Silvercorp Arrangement Agreement and the Silvercorp Loan Agreement. The original Silvercorp Arrangement Agreement, the Silvercorp Loan Agreement and the Silvercorp Voting & Support Agreements were then executed, and the terms of the transaction were publicly announced in a joint news release by Silvercorp and Guyana Goldfields on April 27, 2020 prior to the opening of trading on the TSX and NYSE American.

On the morning of May 11, 2020, prior to the opening of trading on the TSX, Gran Colombia announced that it has signed a definitive agreement to complete a business combination with Gold X and that it had submitted a proposal to Guyana Goldfields to acquire all of the issued and outstanding Company Shares at a share exchange ratio of 0.142 Gran Colombia shares for each Company Share (the “Gran Colombia Proposal”). In its announcement, Gran Colombia disclosed that the contemplated business combination between Gran Colombia and Gold X was conditional upon the successful concurrent acquisition of the Company, and the proposal to the Company was conditional on the concurrent acquisition of Gold X. Gran Colombia also stated in its news release that in support of the Gran Colombia Proposal, it had purchased 8.7 million shares of Guyana Goldfields, representing approximately 5% of the issued and outstanding Company Shares. By way of background, Gran Colombia had been one of the parties contacted by RBC Capital Markets in late January or early February 2020 to assess interest in an acquisition transaction, but no substantive discussions with Gran Colombia had proceeded at such time. In early April 2020, the Chief Executive Officer of Gold X had contacted Mr. Pangbourne on several occasions with a view to exploring the possibility of a business combination between the Company and Gold X. The Company’s discussions with Gold X had ceased on April 10, 2020 upon the Company entering into the non-binding proposal with Silvercorp dated as of such date which provided for exclusivity.
Concurrent with Gran Colombia’s public announcement, Gran Colombia sent the Company a letter outlining the Gran Colombia Proposal and including a draft agreement with respect thereto. This proposal also included an offer to enter into an interim loan facility for up to $15 million on substantially identical terms to those previously agreed with Silvercorp. The Company subsequently notified Silvercorp that it had received the Gran Colombia Proposal and provided Silvercorp with copies of the written documentation received from Gran Colombia in respect thereof.

In the evening of May 11, 2020, the Board met to consider whether the unsolicited Gran Colombia Proposal constituted or would reasonably be expected to constitute or lead to a Superior Proposal. During that meeting, the Board requested that the Company’s management and financial and legal advisors assess the value of the Gran Colombia Proposal as well as the risks of non-completion of such proposal, including its conditionality and the Company’s liquidity position should the Gran Colombia Proposal fail to be completed. In connection with their assessment of the value of such proposal, the Company’s financial and legal advisors were instructed to conduct due diligence on Gran Colombia based on publicly available information. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

On May 12, 2020, the Board met again and received an update from the Company’s management and financial and legal advisors on the results of their analysis and due diligence investigations. After careful consideration, the Board determined that the Gran Colombia Proposal did not constitute and would not reasonably be expected to constitute or lead to a Superior Proposal.

On May 13, 2020, the Company announced that the Board, after careful consideration and consultation with the Company’s management and financial and legal advisors, had unanimously determined to reject the Gran Colombia Proposal and reaffirmed its unanimous support for the original Silvercorp Arrangement. In that announcement, the Company disclosed that the Board had determined that the Gran Colombia Proposal was not in the best interests of the Company or its Shareholders since, among other things, the Gran Colombia Proposal: (i) was complex and highly conditional in nature as it was contingent on the concurrent completion of the separate acquisition by Gran Colombia of Gold X, the terms of which had not, at such time, been disclosed to the Company; (ii) required the approval of the shareholders of each of Gran Colombia, Gold X and the Company, each conditional on the others providing such approval, and (iii) failed to provide the Company with adequate short term liquidity, given the C$3.65 million break fee that would have been payable to Silvercorp under the original Silvercorp Arrangement Agreement upon the entering into of a transaction agreement with Gran Colombia and the increased ongoing costs to the Company associated with a delayed closing date relative to the original Silvercorp Arrangement. The Board acknowledged that, based on prevailing trading prices at the time of the announcement, the Gran Colombia Proposal represented a premium to the agreed price under the original Silvercorp Arrangement; however, the Board was of the view that such premium would not sufficiently compensate the Shareholders for the increased risk associated with the Gran Colombia Proposal.

In the evening of May 13, 2020, Zijin made an unsolicited, all-cash proposal to acquire all of the issued and outstanding Company Shares at C$1.10 per Company Share, and an interim loan facility for $30 million (the “Zijin Initial Proposal”). Included in the Zijin Initial Proposal were draft agreements, including a draft arrangement agreement, a draft loan agreement and a form of support and voting agreement based on the original Silvercorp Arrangement Agreement, the Silvercorp Loan Agreement and the form of Silvercorp Voting & Support Agreement.

On May 14, 2020, the Company notified Silvercorp that it had received the Zijin Initial Proposal and subsequently provided Silvercorp with copies of the documentation comprising the Zijin Initial Proposal.

Later that day, the Board met to consider whether the Zijin Initial Proposal constituted or would reasonably be expected to constitute or lead to a Superior Proposal. During that meeting, the Board considered the value of the Zijin Initial Proposal as well as the risks of non-completion of such proposal and other matters. After careful consideration and consultation with the Company’s management and financial and legal advisors, the Board determined that, in light of the price offered for the Company Shares, the form of consideration and taking into account completion risk and other factors, the Zijin Initial Proposal would reasonably be expected to constitute or lead to a Superior Proposal.

In the evening of May 14, 2020, after being advised by the Company of the Board’s determination regarding the Zijin Initial Proposal, Silvercorp offered to increase the consideration under the original Silvercorp Arrangement to C$1.30 per Company Share, comprised of C$0.25 in cash and C$1.05 in Silvercorp Shares (representing an
exchange ratio of 0.1849 of a Silvercorp Share per Company Share based the volume weighted average price for the Silvercorp Shares of C$5.68 for the five trading day period ended May 14, 2020), provided that the Silvercorp Termination Amount was increased to 4.0% of the revised transaction value (the “Silvercorp Revised Proposal”).

On May 15, 2020, Gran Colombia provided the Company with a letter which sought to address the risks associated with the Gran Colombia Proposal which were identified in the Company’s news release issued May 13, 2020 relating to the Board’s determination that the Gran Colombia Proposal was not in the best interests of the Company or its Shareholders.

Later in the day on May 15, 2020, the Board met to consider the Silvercorp Revised Proposal and the letter received that day from Gran Colombia. After careful consideration and consultation with the Company’s management and financial and legal advisors, the Board determined that, based upon the Silvercorp Revised Proposal, the Zijin Initial Proposal would no longer reasonably be expected to constitute or lead to a Superior Proposal, and that the Company was instructed to proceed with finalizing the terms of the Silvercorp Revised Proposal and the Silvercorp Amending Agreement. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

On May 16, 2020, the Board met to receive an update from the Company’s management and financial and legal advisors regarding the status of negotiations in respect of the Silvercorp Revised Proposal. At the meeting, RBC Capital Markets delivered an oral opinion that, as of May 16, 2020, based upon and subject to certain assumptions and limitations, the consideration to be received by Shareholders under the Silvercorp Arrangement was fair, from a financial point of view, to the Shareholders (other than Silvercorp). After discussion, the Board authorized the Company to enter into the Silvercorp Amending Agreement. The Board subsequently received a written fairness opinion from each of the Financial Advisors, each dated as of May 16, 2020. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

On May 17, 2020, Silvercorp and the Company announced in a joint news release that they entered into the Silvercorp Amending Agreement.

In the morning on May 26, 2020, Zijin made a further unsolicited, all-cash proposal to acquire all of the issued and outstanding Company shares at C$1.85 per Company Share together with an interim loan facility in the amount of $30 million (the “Zijin Revised Proposal”). Included in the Zijin Revised Proposal was a revised draft arrangement agreement that was based on the Silvercorp Arrangement Agreement, as amended. Drafts of the loan agreement and form of support and voting agreement had been previously provided in connection with the Zijin Initial Proposal.

Later that day, the Board met to consider whether the Zijin Revised Proposal constituted or would reasonably be expected to constitute or lead to a Superior Proposal. During that meeting, the Board considered the value of the Zijin Revised Proposal as well as the risks of non-completion of such proposal and other matters. After careful consideration and consultation with the Company’s management and financial and legal advisors, the Board determined that, in light of the price offered for the Company Shares, the form of consideration and taking into account completion risk and other factors, the Zijin Revised Proposal would reasonably be expected to constitute or lead to a Superior Proposal. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters. After the Board meeting, the Company notified Silvercorp of the Board’s determination with respect to the Zijin Revised Proposal.

On May 28, 2020, the Board met to receive an update from the Company’s management and financial and legal advisors regarding the status of discussions in respect of the Zijin Revised Proposal. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

On May 30, 2020, the Company entered into a new confidentiality agreement with Zijin as required by the terms of the Silvercorp Arrangement Agreement in order to provide Zijin with access to non-public information, and Silvercorp was provided with an executed copy of such confidentiality agreement. Subsequent to the execution of the confidentiality agreement, Zijin and its financial and legal advisors were provided with access to the Company’s virtual data room and a draft of a confidential disclosure letter to facilitate the completion of Zijin’s confirmatory due diligence.
On May 31, 2020, the Board met to receive an update from the Company’s management and financial and legal advisors regarding the status of discussions with Zijin in respect of the Zijin Revised Proposal. At that meeting, the Board received advice from Fasken on, among other things, the foreign investment review regime that would be applicable to a transaction with Zijin under the Investment Canada Act.

On June 1, 2020, the Board met to receive an update from the Company’s management and financial and legal advisors regarding the status of negotiations in respect of the Zijin Revised Proposal. Prior to the conclusion of the meeting, the independent members of the Board also held an in camera session to consider certain additional matters.

On June 2, 2020, the Board met to receive an update from the Company’s management and financial and legal advisors regarding the status of negotiations in respect of the Zijin Revised Proposal. At the meeting, each of the Financial Advisors delivered an oral opinion that, as of June 2, 2020, based upon and subject to certain assumptions and limitations, the consideration to be received by Shareholders under the Zijin Revised Proposal was fair, from a financial point of view, to the Shareholders (other than Zijin). After discussion, including the holding of an in camera session of the independent directors, the Board determined that the Zijin Revised Proposal constituted a Superior Proposal. After the meeting, the Board provided Silvercorp with a Superior Proposal Notice and Silvercorp’s five Business Day right to match the Zijin Revised Proposal under the Silvercorp Arrangement Agreement commenced on June 3, 2020.

On June 10, 2020, Silvercorp notified the Company that it would not exercise its right to match the Zijin Revised Proposal. After such notification, the Board met and was informed that Silvercorp had elected not to exercise its right to match the Zijin Revised Proposal. At the meeting, each of the Financial Advisors delivered an updated oral opinion that, as of June 10, 2020, based upon and subject to certain assumptions and limitations, the consideration to be received by Shareholders under the Zijin Revised Proposal was fair, from a financial point of view, to the Shareholders (other than Zijin). After discussion, the Board determined that the Zijin Revised Proposal constituted a Superior Proposal. The Board subsequently received a written fairness opinion from each of the Financial Advisors, each dated as of June 10, 2020. At that meeting, the Board authorized management to terminate the Silvercorp Arrangement Agreement in accordance with its terms and to enter into the Arrangement Agreement and the Loan Agreement with Zijin.

On June 11, 2020, the Company paid the Silvercorp Termination Amount and terminated the Silvercorp Arrangement Agreement resulting in termination of the Silvercorp Loan Agreement and Silvercorp Support Agreements. The Arrangement Agreement, the Loan Agreement and the Company Support & Voting Agreements with Zijin were then executed, and the terms of the Arrangement with Zijin were publicly announced in a joint news release by Zijin and Guyana Goldfields on June 12, 2020 prior to the opening of trading on the TSX.

**Principal Steps of the Arrangement**

The following summarizes the principal steps which will occur under the Plan of Arrangement commencing at the Effective Time, if all conditions to the completion of the Arrangement have been satisfied or waived. The following description of steps is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Appendix C to this Circular. Shareholders are encouraged to read the Plan of Arrangement in its entirety.

Each of the following principal steps shall occur and shall be deemed to occur in the indicated order, except where stated otherwise, without any further act or formality:

(a) each Company Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be assigned and transferred to the Company by the holder thereof in exchange for a cash payment from the Company equal to the amount, if any, by which the Consideration exceeds the exercise price of such Company Option less applicable withholdings and such Company Option and the Company Stock Option Plan will be immediately cancelled and terminated, respectively;

(b) concurrently with the steps in (a), each Company DSU outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable...
withholdings and the Company DSUs and the Company DSU Plans will be cancelled and terminated, respectively;

(c) concurrently with the steps in (a) and (b), each Company RSU outstanding immediately prior to the Effective Time, whether vested or unvested, shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings and the Company RSUs and the Company RSU Plans will be cancelled and terminated, respectively;

(d) immediately after steps (a), (b) and (c) above, each Company Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of his, her or its Dissenting Shares shall be and shall be deemed to be transferred to the Purchaser free and clear of all liens in consideration for a debt claim against the Purchaser in an amount equal to the fair value of such Dissenting Shares determined and payable in accordance with the Plan of Arrangement; and

(e) concurrently with step (d), each Company Share outstanding immediately prior to the Effective Time (other than Dissenting Shares and the Company Shares directly owned by the Purchaser or Zijin) shall be and shall be deemed to be transferred to the Purchaser free and clear of all liens in exchange for the Consideration less applicable withholdings.

The full particulars of the Arrangement are contained in the Plan of Arrangement, a copy of which is attached as Appendix C to this Circular.

Reasons for the Arrangement

In the course of its evaluation of the Arrangement, the Board consulted with Guyana Goldfields’ management, its financial and legal advisors, and considered a number of factors, including the following:

(a) The Arrangement is superior to the Silvercorp Arrangement. The Board, after consultation with its financial and legal advisors, determined that the Arrangement is superior to the Silvercorp Arrangement, which the Company terminated as of June 11, 2020 in accordance with the terms of the Silvercorp Arrangement Agreement to enter into the Arrangement Agreement. See “Information Concerning the Arrangement - Background to the Arrangement”.

(b) Significant premium. The consideration of C$1.85 per Company Share represents a (i) 427% premium to the volume weighted average price of the Company Shares on the TSX for the 20 trading days ended April 24, 2020 (the last trading day prior to the date that the Company announced that it had entered into the Silvercorp Arrangement Agreement), and (ii) 35% premium to the implied value of the consideration offered pursuant to the Silvercorp Arrangement (based on the closing price of the common shares of Silvercorp on the TSX as of June 3, 2020, the date that the Company announced that the Zijin Revised Proposal constituted a Superior Proposal (as defined under the Silvercorp Arrangement Agreement)).

(c) Certainty of value: The cash consideration payable to Shareholders under the Arrangement provides for certainty of value and immediate liquidity.

(d) Credibility of Zijin. The Purchaser’s obligations, including its obligation to pay the Consideration, have been guaranteed by Zijin. Zijin is credit worthy, committed, has a track record of completing transactions, including in the Canadian capital markets, and has the ability to complete the Arrangement.

(e) No financing condition: The Arrangement is not subject to a financing condition and the Purchaser, as guaranteed by Zijin, has the financial capacity to consummate the Arrangement.

(f) A strong financial position: Zijin has a strong balance sheet and a robust cash flow profile, which provides access to capital and for the funding needed for the development of the next phase of the Aurora Gold Mine avoiding the need for the Company to raise significant capital.
(g) **Loan Agreement.** The Loan Agreement allows the Company to fund ongoing operations at the Aurora Gold Mine, including costs related to temporary care and maintenance, as well as for certain working capital and general corporate purposes.

(h) **Fairness opinions.** The Board has received fairness opinions from each of the Financial Advisors to the effect that, as at the date of their respective fairness opinions, and subject to the assumptions, limitations and qualifications set out therein, the consideration under the Arrangement is fair, from a financial point of view, to Shareholders (other than Zijin).

(i) **Support of Guyana Goldfields directors and officers.** All of the directors and officers of the Company have entered into the Company Support & Voting Agreements pursuant to which they have agreed, among other things, to vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution. As of the date of the Arrangement Agreement, such directors and officers collectively beneficially owned or exercised control or direction over an aggregate of 0.23% of the outstanding Company Shares.

(j) **Other factors.** The Board also considered the Arrangement with reference to the financial condition and results of operations of the Company, as well as its prospects, strategic alternatives and competitive position, including the risks involved in achieving those prospects and pursuing those alternatives in light of current market conditions and the Company’s financial position.

In making its determinations and recommendations, the Board also observed that a number of procedural safeguards were in place and are present to permit the Board to represent the interests of the Company, the Shareholders and the Company’s other stakeholders. These procedural safeguards include, among others:

(a) **Role of independent directors.** The Board consists of five members, four of whom are independent of management (and all of whom are independent of the Purchaser and Zijin). Given the size of the board, the Board decided that it was not necessary or desirable to form a special committee; however, to manage the risk of actual or perceived conflicts of interests, during the course of the negotiation of the Silvercorp Arrangement and its subsequent termination and during the course of the negotiation of this Arrangement, the independent members of the Board met in camera on a regular basis to review and evaluate the Silvercorp Arrangement (terminated on June 11, 2020) and the Arrangement.

(b) **Ability to respond to Superior Proposal.** The Arrangement Agreement allows the Board to respond to unsolicited Acquisition Proposals that constitute or would reasonably be expected to constitute or lead to a Superior Proposal.

(c) **Termination fees.** The Board believes, after consultation with its financial and legal advisors, that (i) the nature and quantum of the Termination Amount is appropriate in the circumstances as an inducement for the Purchaser and Zijin to enter into the Arrangement Agreement and that it would not preclude a third party from potentially making a Superior Proposal, and (ii) the Reverse Termination Amount provides reasonable protection to the Company in the event the Arrangement Agreement is terminated as a result of the PRC Approvals having not been obtained prior to the Outside Date.

(d) **Shareholder approval.** The Arrangement must be approved by the affirmative vote of at least 66⅔% of the votes cast at the Meeting or by proxy on the Arrangement Resolution by the Shareholders.

(e) **Court approval.** The Arrangement must be approved by the Court, which will consider, among other things, the substantive and procedural fairness and the reasonableness of the Arrangement to the Shareholders.

(f) **Dissent Rights.** Registered Shareholders who oppose the Arrangement may, in strict compliance with certain conditions, exercise their Dissent Rights and receive the fair value of the Dissenting Shares in accordance with the Arrangement.
The Board also considered the risks relating to the Arrangement, including those matters described under the heading “Information Concerning the Arrangement - Risks Associated with the Arrangement”. The Board believes that, overall, the anticipated benefits of the Arrangement to Guyana Goldfields outweigh these risks.

The foregoing summary of the information and factors considered by the Board is not intended to be exhaustive, but includes the material information and factors considered by the Board in its consideration of the Arrangement. In view of the variety of factors and the amount of information considered in connection with the Board’s evaluation of the Arrangement, the Board did not find it practicable to and did not quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. In addition, individual members of the Board may have assigned different weights to different factors in reaching their own conclusion as to the fairness of the Arrangement.

**Recommendation of the Board**

The Board has reviewed and considered the Arrangement. The Board has, after consultation with its outside legal counsel and the Financial Advisors, and following receipt of the Fairness Opinions determined that the Arrangement is in the best interests of the Company and is fair to Shareholders (other than Zijin). The Board unanimously approved the Arrangement and recommends that the Shareholders vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution (the “Board Recommendation”).

All of the directors and officers of the Company have entered into the Company Support & Voting Agreements pursuant to which they have agreed, among other things, to vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution.

**Fairness Opinions**

The Company engaged RBC Capital Markets to advise the Company in respect of seeking certain strategic alternatives. RBC Capital Markets has provided advice and its opinion in respect of the fairness, from a financial point of view, of the consideration to be received by the Shareholders (other than Zijin). In addition, the Board engaged Stifel GMP to provide advice and its opinion in respect of the fairness, from a financial point of view, of the consideration to be received by the Shareholders (other than Zijin). The Financial Advisors have each delivered a Fairness Opinion, each of which concludes that as of the date of their respective Fairness Opinions, and based upon and subject to the assumptions and limitations set out in each such Fairness Opinion, the consideration under the Arrangement is fair from a financial point of view to the Shareholders other than Zijin.

The Fairness Opinions were provided for the use of the Board in considering the Arrangement, and may not be disclosed, referred or communicated to, or relied upon by, any third party without the prior written consent of each of the Financial Advisors. The complete text of each of the Fairness Opinions, which sets forth, among other things, the assumptions made, information received and matters considered in rendering the Fairness Opinions, as well as the limitations and qualifications to which the opinion is subject, is attached to this Circular as Appendix D and Appendix E, respectively. Each of the Fairness Opinions addresses only the fairness of the consideration to be received under the Arrangement from a financial point of view and is not and should not be construed as a valuation of Guyana Goldfields or any of its assets or securities or a recommendation to any Shareholder as to whether to vote in favour of the Arrangement Resolution. Shareholders are urged to, and should, read each of the Fairness Opinions in its entirety. The summary of the Fairness Opinions described in this Circular is qualified in its entirety by reference to the full text of the Fairness Opinions.

The Board concurs with the views expressed in the Fairness Opinions and such views were an important consideration in the Board’s decision to enter into the Arrangement Agreement and proceed with the Arrangement.

Neither the Financial Advisors nor any of their affiliates is an insider, associate or affiliate (as such terms are defined in the Securities Act) of Guyana Goldfields, the Purchaser or Zijin or any of their respective associates or affiliates. RBC Capital Markets’ engagement includes fees for its services as a financial advisor, including fees that are contingent on completion of the Arrangement or certain other events. Stifel GMP will be paid a fixed fee in respect of its services which is not dependent on the outcome of the Arrangement upon delivery of its Fairness Opinion to the Board.
The Arrangement Agreement

The following is a summary of the material terms of the Arrangement Agreement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement which is available under the Company’s profile on SEDAR. Shareholders are urged to read the Arrangement Agreement in its entirety. Capitalized terms used to describe the Arrangement that are not defined in the Glossary of Terms or elsewhere in this Circular have the meanings ascribed to them in the Arrangement Agreement.

Pursuant to the Arrangement Agreement, it was agreed that the Purchaser, Zijin and Guyana Goldfields would carry out the Arrangement in accordance with the Arrangement Agreement on the terms and conditions set out in the Plan of Arrangement. See “Information Concerning the Arrangement - Principal Steps of the Arrangement”.

Effective Date of the Arrangement

Subject to the satisfaction of all conditions precedent to completion of the Arrangement (including receipt of Shareholder Approval, the Final Order and the Key Regulatory Approvals), the Arrangement will become effective at the Effective Time on the Effective Date. The Effective Date will be the date of issue shown on the certificate giving effect to the Arrangement as issued by the CBCA Director pursuant to Section 192(7) of the CBCA. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the CBCA. It is currently expected that the Effective Date will be in August 2020.

Covenants

Covenants of Guyana Goldfields

Guyana Goldfields has given, in favour of the Purchaser, usual and customary covenants for an agreement in the nature of the Arrangement Agreement including covenants that prior to the Effective Time Guyana Goldfields and its subsidiaries will:

(i) subject to clause (ii) below, conduct its business in the Ordinary Course and in accordance with applicable laws;

(ii) implement and comply with the Approved Budget;

(iii) use commercially reasonable efforts to maintain and preserve its business, organization, assets (including, for greater certainty, the Company Assets), goodwill, employment relationships (other than where terminated for cause or by reason of resignation or retirement) and business relationships with other Persons with which Guyana Goldfields or any of its subsidiaries have business relations;

(iv) not undertake certain actions specified in Section 4.1(b) of the Arrangement Agreement except:

(A) with the Purchaser’s consent,

(B) to the extent necessary to implement or comply with the Approved Budget,

(C) as required or expressly permitted by the Arrangement Agreement or the Plan of Arrangement,

(D) as required by applicable Law or a Governmental Entity, or

(E) as disclosed by the Company to the Purchaser in writing; and

(v) promptly notify the Purchaser of:

(A) the occurrence of any Material Adverse Effect in respect of Guyana Goldfields after the date of the Arrangement Agreement,

(B) any notice or other communication from any Person alleging:
(1) that consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with the Arrangement Agreement or the Arrangement, or

(2) that such Person is terminating, may terminate, or is otherwise adversely modifying or may materially adversely modify its relationship with Guyana Goldfields or any of its subsidiaries as a result of the Arrangement, the Arrangement Agreement or the Loan Documents,

(C) unless prohibited by applicable Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement or the Loan Documents; or

(D) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to, involving or otherwise affecting Guyana Goldfields or its subsidiaries in connection with the Arrangement, the Arrangement Agreement, or the Loan Documents;

(E) consult in good faith with, and keep the Purchaser and its representatives reasonably and periodically appraised, with respect to, all material activities relating to the exploration, permitting, development and maintenance of all of the Company Assets or any other material corporate action, and shall furnish the Purchaser or its representatives with all information, documents and access, including a copy of the current work plan relating to the Company’s Assets and any modifications or revisions thereto approved by Guyana Goldfields, reasonably requested by the Purchaser or its designated representatives in connection therewith; and

(vi) give the Purchaser and its representatives:

(A) reasonable access during normal business hours to Guyana Goldfields (i) premises, (ii) property and assets (including all books, records and applicable tax returns, whether retained internally or otherwise), (iii) Contracts, and (iv) senior personnel, or other information with respect to the financial condition, assets or business of Guyana Goldfields or its subsidiaries as the Purchaser may request (including without limitation such information as the Purchaser may reasonably request in order to monitor the implementation of and compliance with the Approved Budget) where the Purchaser provides reasonable prior notice of the request;

(B) using commercially reasonably efforts, a complete list of all consultants or independent contractors providing work or services to Guyana Goldfields and each of its subsidiaries as specified in the Arrangement Agreement;

(C) all Contracts to which Guyana Goldfields or one of its subsidiaries is a party or by which they are bound for goods and services having a value of $1 million or greater;

(D) access to the Aurora Gold Mine during normal business hours including the provision of an office or suitable work station and on-site accommodation; and

(E) access to meetings of the Aurora Gold Mine with respect to the site management whenever such meetings are held for the purpose of remaining informed as to the status of any changes thereto and any work delivered in connection thereto.

Guyana Goldfields has also provided covenants in favour of the Purchaser in respect of the Arrangement, including covenants to:
(i) use commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (A) required under the Material Contracts in connection with the Arrangement and the Loan Documents or (B) required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser;

(ii) use commercially reasonable efforts, upon reasonable consultation with the Purchaser, to oppose, lift or rescind any injunction or restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement, the Arrangement Agreement or the Loan Documents, provided that neither Guyana Goldfields nor any of its subsidiaries will consent to the entry of any judgment or settlement with respect to any such proceeding without the prior written approval of the Purchaser;

(iii) carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by applicable Law on Guyana Goldfields or its subsidiaries with respect to the Arrangement Agreement or the Arrangement;

(iv) make available its Representatives on the reasonable request of the Purchaser and their counsel, to assist the Purchaser in obtaining the ICA Clearance and the PRC Approvals and other Regulatory Approvals, including by providing input, including on any materials prepared for obtaining the ICA Clearance and the PRC Approvals and other Regulatory Approvals, and responding promptly to requests for support (including attendance in meetings), documents, information, comments, or input where reasonably requested by Zijin and the Purchaser in connection with the ICA Clearance and the PRC Approvals and other Regulatory Approvals; and

(v) subject to confirmation that insurance coverage is maintained or purchased in accordance with terms of the Arrangement Agreement and delivery by each of Guyana Goldfields and the Purchaser and each member of the Board and each manager and officer (as the case may be) of mutual releases from all claims and potential claims in respect of the period prior to the Effective Time, use commercially reasonable efforts to assist in effecting the resignations of each of Guyana Goldfields’ and its subsidiaries respective directors, managers and officers (as the case may be) designated by the Purchaser, and cause them to be replaced as of the Effective Date by individuals nominated by the Purchaser.

Covenants of the Purchaser

The Purchaser has provided covenants in favour of Guyana Goldfields, including covenants that:

(i) during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, except (a) with the prior written consent of Guyana Goldfields (which consent may not be unreasonably withheld, conditioned or delayed), (b) as required or expressly permitted by the Arrangement Agreement, or (c) as required by applicable Law or a Governmental Entity, the Purchaser shall take any action, or refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of the Arrangement Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby;
(ii) as promptly as possible prepare and file all necessary documents, notices, registrations, statements, petitions, filings and applications for the ICA Clearance and the PRC Approvals and shall use commercially reasonable efforts to make or obtain the ICA Clearance and the PRC Approvals;

(iii) vote, or cause to be voted, any Company Shares, directly or indirectly, owned or controlled by the Purchaser or Zijin or their respective affiliates in favour of the Arrangement Resolution and the Stated Capital Resolution and not exercise Dissent Rights in respect of such Company Shares;

(iv) the Purchaser shall promptly notify Guyana Goldfields of:

(A) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with the Arrangement Agreement or the Arrangement;

(B) unless prohibited by applicable Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement; or

(C) any material filing, actions, suits, claims, investigations or proceedings commenced or, to the knowledge of the Purchaser or Zijin, threatened against, relating to, involving or otherwise affecting the Purchaser, Zijin or their respective subsidiaries in connection with the Arrangement or the Arrangement Agreement;

(v) the Purchaser agrees that Guyana Goldfields shall continue to honour and comply with the terms of all existing employment, change of control and severance agreements of Guyana Goldfields; and

(vi) from and after the Effective Time, the Purchaser shall cause Guyana Goldfields and its subsidiaries to comply with all obligations of Guyana Goldfields and any of its subsidiaries under employment and other agreements with current or former Guyana Goldfields employees and employee plans in accordance with the Arrangement Agreement.

Guarantee and Indemnity of Zijin

Zijin has also provided an unconditional and irrevocable guarantee in favour of the Company, as principal and not as surety, the due and punctual performance (and, where applicable, payment) by the Purchaser (and its successors and permitted assigns) of each of its obligations and liabilities under the Arrangement Agreement and the Plan of Arrangement, as the same may be amended, changed, replaced, settled, compromised or otherwise modified from time to time, and irrespective of any bankruptcy, insolvency, dissolution, winding-up, termination of the existence of or other matter whatsoever respecting the Purchaser or any successor or permitted assignee, including providing the Depositary with sufficient funds to pay the aggregate Consideration payable to the Shareholders pursuant to the Arrangement and all related or other fees and expenses for which the Purchaser is responsible under the terms of the Arrangement Agreement (all in accordance with the terms hereof). Zijin has also agreed that the Company shall not have to proceed first against the Purchaser in respect of any such matter before exercising its rights under the guarantee against Zijin and Zijin has agreed to be liable for all guaranteed obligations as if it were the principal obligor of such obligations. Zijin has also agreed to indemnify and save the Company and the Shareholders harmless from and against all loss, cost, damage, expense, claims and liability which they may at any time suffer or incur in connection with any failure by Purchaser to duly and punctually pay or perform its obligations owed to the Company and/or the Shareholders under the Arrangement Agreement.

Mutual Covenants

Guyana Goldfields and the Purchaser have each provided covenants in favour of the other in respect of the Arrangement, including covenants to:
(i) use commercially reasonable efforts to satisfy the conditions precedent to its obligations under the Arrangement Agreement;

(ii) use commercially reasonable efforts, upon reasonable consultation with the other Party to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin, or otherwise prohibit or adversely the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or the Arrangement Agreement;

(iii) carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by applicable Law on Guyana Goldfields, its subsidiaries or the Purchaser or with respect to the Arrangement Agreement or the Arrangement;

(iv) as promptly as possible, prepare and file all necessary documents, registrations, statements, petitions, filings and applications for the other Regulatory Approvals and shall use commercially reasonable efforts to make or obtain all such other Regulatory Approvals in each case, in a timely manner so as to enable the closing to occur as soon as reasonably practicable and, in any event, by no later than the Outside Date, including without limitation, promptly responding to any information requests made by any Governmental Entity in connection with any Regulatory Approval;

(v) if any Governmental Entity (A) objects to the transactions contemplated by the Arrangement Agreement or (B) institutes or threatens to institute a proceeding to challenge such contemplated transactions, use all reasonable efforts to resolve or avoid a proceeding so as to allow Closing to occur on or prior to the Outside Date;

(vi) promptly notify the other Party if it becomes aware that (A) any application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation or (B) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a Misrepresentation such that an amendment or supplement may be necessary or advisable;

(vii) promptly notify the other Party where the occurrence or failure to occur of any event or state of facts would or would be reasonably likely to (A) cause any of the representations or warranties of such Party contained in the Arrangement Agreement to be untrue or inaccurate or (B) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party under the Arrangement Agreement;

(viii) use commercially reasonable efforts to take or cause to be taken all actions necessary or advisable on their respective parts to consummate the transactions contemplated by the Arrangement as promptly as practicable after the date of the Arrangement Agreement but in any event prior to the Outside Date, including to obtain ICA Clearance and the PRC Approvals and other Regulatory Approvals;

(ix) hold in confidence all Confidential Information of the other Party and not disclose such Confidential Information to any Person other than in a manner prescribed in the Arrangement Agreement;

(x) as the Receiving Party, promptly notify the Disclosing Party of a request to disclose Confidential Information of the Disclosing Party pursuant to any Legal Proceeding or by any Governmental Entity. If the Receiving Party is compelled to disclose Confidential Information of the Disclosing Party, the Receiving Party will disclose only that portion of such Confidential Information which the Receiving Party is legally required to disclose.
(xi) use commercially reasonable efforts not to take or cause to be taken any action which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and

(xii) jointly issue a press release with respect to the Arrangement Agreement as soon as practicable after its due execution and each Party shall not issue any press release or make any other public statement or disclosure with respect to the Arrangement Agreement or the Arrangement except as provided for in the Arrangement Agreement.

**Covenants of Guyana Goldfields Regarding Non-Solicitation**

**General Prohibition on Non-Solicitation**

Under the Arrangement Agreement, Guyana Goldfields has agreed to certain non-solicitation covenants in favour of the Purchaser summarized below.

Except as expressly contemplated by the Arrangement Agreement, until the earlier of the Effective Time or the date, if any, on which the Arrangement Agreement is terminated, Guyana Goldfields has agreed not to and has agreed to cause its representatives to not, directly or indirectly through any officer, director, employee, representative (including any financial or other advisor) or agent of Guyana Goldfields or any of its subsidiaries or otherwise, and shall not permit any such Person to:

(a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of Guyana Goldfields or any of its subsidiaries) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; or

(b) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, provided that Guyana Goldfields may (A) communicate with any Person for the sole purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person, (B) advise any Person of the restrictions of the Arrangement Agreement, and (C) advise any Person making an Acquisition Proposal that the Board of Guyana Goldfields has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal; or

(c) make a Change in Recommendation; or

(d) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five Business Days following the announcement of such Acquisition Proposal will not be considered to be in violation of this provision provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five-Business Day period); or

(e) accept, enter into, or propose publicly to accept or enter into, any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with the Arrangement Agreement, such agreement, the “Acceptable Confidentiality Agreement”).

Further, Guyana Goldfields has agreed to, and has agreed to cause each of its subsidiaries and its representatives to, immediately cease and terminate, any solicitation, encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Purchaser, Zijin and their respective affiliates) with respect to any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal, and in connection therewith, Guyana Goldfields has agreed to discontinue access to any of its confidential information, including access to any data room, virtual or otherwise, to any person (other than access by the Purchaser and its representatives), and to exercise all rights it has to require the
return or destruction of all copies of confidential information provided to any Person other than the Purchaser and Zijin since January 1, 2020, including the destruction of materials incorporating such confidential information.

Guyana Goldfields has further agreed (i) not to release any persons from, or terminate, modify, amend or waive such person’s obligations respecting Guyana Goldfields or its subsidiaries under the terms of, any confidentiality, standstill or similar agreement or restriction (other than the automatic termination or release of any standstill restrictions resulting from Guyana Goldfields entering into or announcing the Arrangement Agreement), and (ii) to enforce all standstill, non-disclosure, and similar restrictions that it or any of its subsidiaries have entered into.

Unsolicited Acquisition Proposals

Guyana Goldfields has agreed to promptly notify the Purchaser, at first orally and thereafter (and, in any event, within 24 hours) in writing, of any Acquisition Proposal (whether or not in writing) received by Guyana Goldfields, any inquiry, proposal or offer received by Guyana Goldfields that could reasonably be expected to lead to an Acquisition Proposal, or any request received by Guyana Goldfields for confidential information (including information, access or disclosure relating to the properties, books or records of Guyana Goldfields or any subsidiary) relating to Guyana Goldfields in connection with any proposal that constitutes or that could be reasonably be expected to lead to an Acquisition Proposal. The notice will include a description of the material terms and conditions of such Acquisition Proposal, inquiry or request, the identity of the Person making such Acquisition Proposal, inquiry or request, and copies of all agreements and documents received in respect thereof. Further, Guyana Goldfields has agreed to promptly provide to the Purchaser such other information concerning such Acquisition Proposal, inquiry or request as the Purchaser may reasonably request and to keep the Purchaser promptly and fully informed of the status and details (including all amendments) of any such Acquisition Proposal, inquiry or request.

In the event that Guyana Goldfields receives a bona fide written Acquisition Proposal from any Person prior to the Meeting, Guyana Goldfields may furnish information with respect to Guyana Goldfields or its subsidiaries and participate in any discussions or negotiations regarding such Acquisition Proposal, if and only if:

(a) the Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal constitutes or would be reasonably expected to constitute or lead to a Superior Proposal;

(b) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;

(c) prior to providing any disclosure, Guyana Goldfields has entered into an Acceptable Confidentiality Agreement with such Person, has provided a copy of such Acceptable Confidentiality Agreement to the Purchaser, and any disclosure provided to such Person has already been (or shall reasonably promptly be) provided to the Purchaser; and

(d) the Acquisition Proposal was not solicited by Guyana Goldfields.

Right to Match

In the event Guyana Goldfields receives an Acquisition Proposal that is a Superior Proposal prior to the approval of the Arrangement Resolution by the Shareholders, the Board may authorize Guyana Goldfields to enter into a definitive agreement with respect to such Superior Proposal if and only if:

(a) the Person making the Superior Proposal was not restricted in making such Superior Proposal pursuant to an existing standstill or other restriction;

(b) Guyana Goldfields has given written notice (the “Superior Proposal Notice”) to the Purchaser that it has received such Acquisition Proposal and that the Board has determined in good faith after consultation with its financial advisors and its outside legal counsel that (x) such Acquisition Proposal constitutes a Superior Proposal and (y) the Board intends to enter into a definitive agreement with respect to such Superior Proposal, together with a copy of the definitive agreement for such Superior Proposal (with the value, expressed in dollars, that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration);
(c) at least five Business Days (such period being the “Superior Proposal Notice Period”) have elapsed from the date that is the later of the date on which the Purchaser received from Guyana Goldfields the notice of the Superior Proposal or a copy of the proposed definitive agreement for the Superior Proposal;

(d) during the Superior Proposal Notice Period, the Purchaser will have had the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(e) if the Purchaser has offered to amend the Arrangement Agreement and the Arrangement, the Board has determined in good faith, after consultation with Guyana Goldfields’ financial advisors and outside legal counsel, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser; and

(f) prior to or concurrently with entering into a definitive agreement, Guyana Goldfields terminates the Arrangement Agreement and pays the Termination Amount pursuant to the terms of the Arrangement Agreement.

The Board has agreed to review in good faith any offer made by the Purchaser during the Superior Proposal Notice Period to amend the terms of the Arrangement Agreement and the Arrangement in order to determine, in consultation with its financial advisors and outside legal counsel, whether the proposed amendments would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of the amendments proposed by the Purchaser, Guyana Goldfields will forthwith so advise the Purchaser and will promptly thereafter negotiate in good faith with the Purchaser to amend the Arrangement Agreement to reflect such offer by the Purchaser and to take such actions as are necessary to give effect to the foregoing.

If after the expiry of the Superior Proposal Notice Period, the Board continues to believe in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal remains a Superior Proposal, and therefore rejects the Purchaser’s offer to amend the Arrangement Agreement and the Arrangement, if any, and authorizes Guyana Goldfields to enter into a definitive written agreement with respect to the Superior Proposal, then Guyana Goldfields may, subject to compliance with the other provisions the Arrangement Agreement, terminate the Arrangement Agreement to enter into an agreement in respect of such Superior Proposal.

Each successive modification of any Acquisition Proposal that results in an increase or modification to the consideration or other material terms will constitute a new Acquisition Proposal for the purposes of the Arrangement Agreement and will require a new five full Business Day Superior Proposal Notice Period. If Guyana Goldfields delivers a Superior Proposal Notice to the Purchaser on a date that is less than 10 Business Days before the Meeting, upon the request of the Purchaser, Guyana Goldfields will, adjourn or postpone the Meeting to a date that is not later than 15 Business Days after the date on which the Meeting was originally scheduled to be held, (and, in any event, a date prior to the Outside Date).

The Board has agreed to reaffirm its recommendation in favour of the Arrangement by news release promptly after (A) any Acquisition Proposal that is not determined to be a Superior Proposal has been publicly announced; or (B) the Board makes the determination that a proposal by the Purchaser to amend the Arrangement Agreement would result in an Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal. The Purchaser will be given a reasonable opportunity to review and comment on the form and content of any such news release and Guyana Goldfields shall make all reasonable amendments requested by the Purchaser.

Guyana Goldfields has agreed to be held responsible for any breach of the non-solicitation, Acquisition Proposal and Superior Proposal provisions described above by any of its representatives and subsidiaries.

**Representations and Warranties**

The Arrangement Agreement contains certain representations and warranties of Guyana Goldfields and its subsidiaries, as applicable, relating to the following: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; Competition Act (Canada); non-contravention; capitalization; subsidiaries; shareholders’ and similar agreements; security law matters; financial statements;
disclosure controls and internal control over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; long-term and derivative transactions; related party transactions; no “collateral benefit”; compliance with laws; authorizations and licenses; material contracts; intellectual property; data privacy and cyber security; U.S. Securities compliance; interest in properties and mineral rights; mineral reserves and resources; no expropriation; NI 43-101 technical reports; work programs; operational matters; title and rights; exploration information; litigation; environmental matters; employees; labour and employment; employee plans; insurance; taxes; bankruptcy and insolvency; opinion of financial advisor; brokers; ownership of Purchaser shares; Board approval; anti-bribery and corruption; and economic sanctions and export controls.

The Arrangement Agreement contains limited representations and warranties of the Purchaser and Zijin customary with a transaction of this nature, relating to the following: organization and qualification; corporate authorization; board approval; execution and binding obligation; governmental authorization; non-contravention; litigation; share ownership and sufficient funds.

The representations and warranties of Guyana Goldfields and the Purchaser and Zijin do not survive the completion of the Arrangement and expire and are terminated on the earlier of the Effective Time and the date the Arrangement Agreement is terminated in accordance with its terms.

**Conditions to Closing**

**Mutual Conditions Precedent**

Under the terms of the Arrangement Agreement, the Purchaser, Zijin and Guyana Goldfields agreed that the respective obligations of Guyana Goldfields, the Purchaser and Zijin to complete the Arrangement are subject to the satisfaction, or mutual waiver by each of the Purchaser, Zijin and Guyana Goldfields, on or before the Effective Time, of each of the following conditions, each of which are for the mutual benefit of Guyana Goldfields, the Purchaser and Zijin and which may be waived, in whole or in part, by the mutual consent of the Purchaser, Zijin and Guyana Goldfields:

(a) the Arrangement Resolution will have been approved by the Shareholders at the Meeting in accordance with the Interim Order;

(b) each of the Interim Order and Final Order will have been obtained on terms consistent with the Arrangement Agreement, and will not have been set aside or modified in any manner unacceptable to either Guyana Goldfields or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) each of the Key Regulatory Approvals will have been made, given or obtained, and each such Key Regulatory Approval will be in force and not modified in any material respect;

(d) the Articles of Arrangement to be sent to the Director under the CBCA in accordance with the Arrangement Agreement, will be in form and content satisfactory to Guyana Goldfields and the Purchaser, acting reasonably; and

(e) no Law in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins Guyana Goldfields or the Purchaser from completing the Arrangement, will have been enacted, issued, promulgated, enforced, made, entered, issued or applied.

**Conditions in Favour of Guyana Goldfields**

The obligations of Guyana Goldfields to complete the Arrangement are also subject to the satisfaction, or waiver by Guyana Goldfields, on or before the Effective Time, of each of the following conditions, each of which is for the exclusive benefit of Guyana Goldfields and which may be waived by Guyana Goldfields in its sole discretion:

(a) the representations and warranties of the Purchaser and Zijin (i) as to organization and qualification, corporate authorization, execution and binding obligation and non-contravention of constating documents will be true and correct in all respects as of the Effective Time as if made at and as of such time; and (ii) as to all other representations and warranties will be true and correct in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement...
Agreement or another date shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not materially impede or materially delay the completion of the Arrangement, and in each case, the Purchaser and Zijin has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date;

(b) the Purchaser and Zijin will have fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date or which have not been waived by Guyana Goldfields, and the Purchaser and Zijin have delivered a certificate confirming same to Guyana Goldfields, executed by two senior officers thereof (in each case without personal liability) addressed to Guyana Goldfields and dated the Effective Date; and

(c) subject to obtaining the Final Order and the satisfaction or waiver of all other conditions precedent in the Arrangement Agreement in its favour to be completed prior to the Effective Time, the Purchaser will have complied with its obligations regarding the deposit of the funds in respect of the Consideration and the Depositary will have confirmed receipt of the funds in respect of the Consideration.

Conditions in Favour of the Purchaser

The obligations of the Purchaser to complete the Arrangement are also subject to the satisfaction, or waiver by the Purchaser, on or before the Effective Time, of each of the following conditions, each of which is for the exclusive benefit of the Purchaser and which may be waived by the Purchaser at any time, in whole or in part, in its sole discretion:

(a) the representations and warranties of Guyana Goldfields (i) as to organization and qualification, corporate authorization, execution and binding obligation, non-contravention of constating documents and brokers will be true and correct in all respects as of the Effective Time as if made at and as of such time; (ii) as to capitalization and subsidiaries will be true and correct in all respects (except for de minimis inaccuracies and changes as a result of the Arrangement) as of the Effective Time as if made at and as of such time; and (iii) as to all other representations and warranties will be true and correct in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Material Adverse Effect on Guyana Goldfields (and, for this purpose, any reference to “material”, “Material Adverse Effect” or other concepts of materiality in such representations and warranties shall be ignored) and, in each case, Guyana Goldfields has delivered a certificate confirming same to Purchaser, executed by two senior officers of Guyana Goldfields (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(b) Guyana Goldfields will have complied in all material respects with each of the covenants of Guyana Goldfields contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Date, or which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser, executed by two senior officials of Guyana Goldfields (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(c) Guyana Goldfields will have delivered a title opinion in respect of the Company Property in form and substance satisfactory to the Purchaser acting reasonably;

(d) the aggregate number of Company Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 15% of the issued and outstanding Company Shares;
(e) there will not have occurred, since the date of the Arrangement Agreement, a Material Adverse Effect in respect of Guyana Goldfields that has not been cured; and

(f) certain members of the Guyana Goldfields senior management team or the Board will have entered into a litigation support agreement with Guyana Goldfields on terms and conditions acceptable to the Purchaser acting reasonably.

**Termination of the Arrangement Agreement**

Guyana Goldfields and the Purchaser have agreed that the Arrangement Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written agreement of Guyana Goldfields, the Purchaser and Zijin;

(b) by either Guyana Goldfields or the Purchaser (on its own behalf and on behalf of Zijin) if:

   (i) the Arrangement Resolution is not approved by the Shareholders at the Meeting in accordance with the Interim Order, provided that a Party may not terminate the Arrangement Agreement if the failure to obtain approval of the Arrangement Resolution was caused by, or is the result of, the breach by such Party of any of its representations and warranties under the Arrangement Agreement or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement;

   (ii) after the date of the Arrangement Agreement, any Law is enacted or amended that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins Guyana Goldfields or the Purchaser from completing the Arrangement, and such Law has become final and non-appealable, provided the Party seeking to terminate has used the efforts required by the Arrangement Agreement to appeal or overturn such Law or its application to the Arrangement; or

   (iii) the Effective Time does not occur on or before the Outside Date, provided that a Party may not terminate the Arrangement Agreement if the failure of the Effective Time to occur before the Outside Date was caused by, or is the result of, a breach by such Party of any of its representations and warranties or the failure of such Party or, in the case of the Purchaser, by the Purchaser or Zijin, to perform any of its covenants or agreements under the Arrangement Agreement;

(c) by the Purchaser, on its own behalf and on behalf of Zijin, if:

   (i) Guyana Goldfields breaches any of its representations or warranties or fails to perform any of its covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions for the benefit of the Purchaser not to be satisfied, and such breach or failure is incapable of being cured or is not cured, on or prior to the Outside Date, provided, however, that the Purchaser is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in the Arrangement Agreement in favour of Guyana Goldfields not to be satisfied;

   (ii) either (A) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to the Purchaser its recommendation that Shareholders vote for the Arrangement Resolution, or states publicly its intention to do any of the foregoing, or (B) the Board fails to publicly reaffirm without qualification its recommendation that the Shareholders vote in favour of the Arrangement Resolution within five Business Days after having been requested in writing by the Purchaser to do so, or (C) the Board publicly takes no position or a neutral position by with respect to an Acquisition Proposal for a period exceeding five Business Days after an Acquisition Proposal has been publicly announced (each of the foregoing a “Change in Recommendation”), or (D) Guyana Goldfields, its subsidiaries or their representatives breaches their non-solicitation obligations under the Arrangement Agreement; or
(iii) a Material Adverse Effect in respect of Guyana Goldfields has occurred that is incapable of being cured on or prior to the Outside Date;

(d) by Guyana Goldfields if:

(i) the Purchaser breaches any of its representations, warranties or fails to perform any of its covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions for the benefit of Guyana Goldfields not to be satisfied, and such breach or failure is incapable of being cured or is not cured, on or prior to the Outside Date, provided, however, that Guyana Goldfields is not then in breach of the Arrangement Agreement so as to cause any of the conditions for the benefit of the Purchaser not to be satisfied;

(ii) prior to obtaining the approval of the Shareholders of the Arrangement Resolution, the Board authorizes Guyana Goldfields to enter into a definitive written agreement providing for the implementation of a Superior Proposal, subject to Guyana Goldfields complying with the terms of the Arrangement Agreement, including payment of the Termination Amount prior to or concurrently with such termination;

(iii) subject to obtaining the Final Order and the satisfaction of the other conditions precedent contained in the Arrangement Agreement (other than conditions which by their nature are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depositary sufficient funds in respect of the Consideration as required under the Arrangement Agreement;

(iv) a breach by the Purchaser Affiliate of certain terms of the Loan Agreement goes uncured for 10 Business Days following written notice thereof.

**Termination Fees**

**Termination Amount Event**

If a Termination Amount Event (as defined below) occurs, Guyana Goldfields has agreed to pay a termination fee of C$11,300,000 (the “Termination Amount”) to the Purchaser in accordance with the Arrangement Agreement.

For the purposes of the Arrangement Agreement, a “Termination Amount Event” means the termination of the Arrangement Agreement:

(a) by the Purchaser in the circumstances described above in paragraph (c)(ii) under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”;

(b) by Guyana Goldfields in the circumstances described above in paragraph (d)(ii) under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”;

(c) by the Purchaser or Guyana Goldfields in the circumstances described above in paragraph (b)(i) under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement” if:

(i) after the announcement of the Arrangement Agreement and prior such termination, an Acquisition Proposal is proposed, offered or made publicly announced, or otherwise publicly disclosed, by any Person other than the Purchaser and its affiliates (and such Acquisition Proposal has not expired or been withdrawn at least ten Business Days prior to the date of the Meeting); and

(ii) within twelve months after the date of such termination, (x) any Acquisition Proposal (whether or not the same Acquisition Proposal referred to in clause (i) above) is completed, or (y) Guyana Goldfields or one or more of its subsidiaries, directly or
indirectly, has entered into an agreement in respect of any Acquisition Proposal and any Acquisition Proposal (whether or not the same Acquisition Proposal referred to in clause (i) above) is subsequently completed (whether before or after the expiry of such twelve-month period);

provided, however, that for the purposes of a Termination Amount Event all references to “20% or more” in the definition of Acquisition Proposal will be deemed to be references to “50% or more”.

Guyana Goldfields has agreed to pay the Termination Amount to the Purchaser:

(a) within two Business Days of such termination of the Arrangement Agreement in the circumstances described above in paragraph (c)(ii) under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”;

(b) concurrently with such termination of the Arrangement Agreement in the circumstances described above in paragraph (d)(ii) under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”; or

(c) on the completion of the Acquisition Proposal if the Arrangement Agreement is terminated in the circumstances described above in paragraph (b)(i) under the heading “Information Concerning the Arrangement - The Arrangement Agreement”.

If a Purchaser Termination Fee Event (as defined below) occurs, the Purchaser has agreed to pay a reverse termination fee of C$11,300,000 (the “Reverse Termination Amount”) to Guyana Goldfields in accordance with the Arrangement Agreement.

For the purposes of the Arrangement Agreement, a “Purchaser Termination Fee Event” means the termination of the Arrangement Agreement by the Company or the Purchaser pursuant to paragraph (b)(iii) above under the heading “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement” due solely to the PRC Approvals having not been obtained. In the event of a Purchaser Termination Fee Event, the Purchaser shall pay to the Company the Reverse Termination Amount within two Business Days following such termination.

Guyana Goldfields and the Purchaser have agreed that the payment of the Expense Reimbursement Amount and the Termination Amount is the sole and exclusive remedy of the Purchaser in respect of the event giving rise to such payment and the termination of the Arrangement Agreement, provided, however, that no payment of any such amount, will relieve or have the effect of relieving Guyana Goldfields or any of its subsidiaries in any way from liability in the event of fraud or a wilful breach of their representations, warranties, covenants or agreements set forth in the Arrangement Agreement. The Parties also have the right to seek injunctive or other equitable relief in accordance with the Arrangement Agreement to prevent breaches or threatened breaches of the Arrangement Agreement and to enforce compliance with the Arrangement Agreement.

Expenses and Expense Reimbursement

Except as otherwise provided in the Arrangement Agreement, each of Guyana Goldfields, the Purchaser and Zijin will pay its respective out-of-pocket third party transaction costs, expenses and fees incurred in connection with the Arrangement Agreement and the Plan of Arrangement, including all costs, expenses and fees incidental to the Plan of Arrangement, whether or not the Arrangement is completed.

Guyana Goldfields estimates that it will incur costs, fees and expenses in the aggregate amount of approximately C$15.58 million, if the Arrangement is completed including, without limitation, Financial Advisor fees, Fairness Opinion provider fees, proxy solicitation service fees, legal and accounting fees, filing and the costs of preparing, printing and mailing this Circular. This amount does not include payment of the Silvercorp Termination Amount paid by the Company to Silvercorp on June 11, 2020.

If the Arrangement Agreement is terminated by either the Purchaser or Guyana Goldfields in accordance with the Arrangement Agreement as a result of the Shareholders not approving the Arrangement Resolution, Guyana Goldfields has agreed to pay C$500,000 to the Purchaser (the “Expense Reimbursement Amount”) as
reimbursement for costs and expenses incurred by or on behalf of the Purchaser in connection with the Arrangement.

**Amendments**

**Amendments to the Arrangement Agreement**

The Arrangement Agreement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by mutual written agreement of Guyana Goldfields, the Purchaser and Zijin without, further notice to or authorization on the part of the Shareholders, and any such amendment may (subject to the Interim Order, the Final Order and applicable Law):

(a) change the time for performance of any of the obligations or acts of Guyana Goldfields, the Purchaser or Zijin;

(b) modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;

(c) modify any of the covenants herein contained in the Arrangement Agreement or waive or modify performance of any of the obligations of Guyana Goldfields, the Purchaser or Zijin; and/or,

(d) modify any mutual conditions contained in the Arrangement Agreement.

**Amendments to the Plan of Arrangement**

The Plan of Arrangement may be amended, modified or supplemented at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) approved by Guyana Goldfields and the Purchaser (each acting reasonably), (iii) filed with the Court and, if made following the Meeting, approved by the Court and (iv) communicated to or approved by the Shareholders if and as required by the Court.

Any amendment, modification or supplement to the Plan of Arrangement may be proposed by Guyana Goldfields at any time prior to the Meeting (provided that the Purchaser has consented thereto) with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.

Any amendment, modification or supplement to the Plan of Arrangement that is approved or directed by the Court following the Meeting will be effective only if such amendment, modification or supplement (i) is consented to in writing by each of Guyana Goldfields and the Purchaser and (ii) if required by the Court, is consented to by some or all of the Shareholders voting in the manner directed by the Court.

Any amendment, modification or supplement to the Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the financial or economic interests of any former Shareholder or the holder of any Company DSUs, Company RSUs, or Company Options.
Loan Agreement

Concurrent with the execution of the Arrangement Agreement, the Purchaser Affiliate provided the Company bridge financing through a secured loan facility in a principal amount of $30 million, which amount may be drawn down by the Company in minimum draws of $1,000,000 and increments of $100,000. The Company has currently withdrawn $6.5 million from the secured loan facility, the proceeds of which were used to replenish the Company’s cash balance after the payment of the Silvercorp Termination Amount. The loan is secured by (i) all of the Company’s present and after-acquired personal property, and (ii) a pledge of the shares held by the Company in its Barbados subsidiary (Aurora Gold (Barbados) Inc.) and a pledge of the shares held by Aurora Gold (Barbados) Inc. in AGM Inc. The loan bears interest at an initial rate of 12% per annum (or, upon the occurrence of certain triggering events, 14% per annum) to fund the Company’s expected liquidity shortfall between the signing of the Arrangement Agreement and the closing of the Arrangement.

The Loan Agreement provides that the loan facility is non-revolving and shall solely be used (a) provided that the Arrangement Agreement has not been terminated, (i) in accordance with the Approved Budget (as defined in the Arrangement Agreement) for costs that are due and owing or will be due and owing but are not yet paid in the 30-day period following a proposed drawdown date, (ii) to pay Transaction Costs, (iii) to replenish the Company’s working capital cash balance in an amount of $6.5 million, and (iv) to maintain a minimum $10,000,000 cash reserve; and (b) if the Arrangement Agreement has been terminated, solely in a manner consistent with the covenants set out in the Loan Agreement or to preserve the value of the assets provided as collateral. No further draws may be made under the Loan Agreement after the date the Arrangement Agreement is terminated or upon the maturity date thereof (which is described below).

The maturity date of the Loan Agreement is the 120th day after the Outside Date or, if earlier: (i) in the event that the Arrangement Agreement is terminated in accordance with its terms for any reason other than as a result of the failure of the Company to obtain the required shareholder approval, the 30th day following such termination; (ii) in the event the Arrangement Agreement is terminated in accordance with its terms for any other reason, the 120th day following such termination; or (iii) such earlier date on which the entire outstanding principal balance of the loans, together with all unpaid interest, fees, charges and costs become due and payable under the Loan Agreement, including without limitation, in connection with a termination of the Arrangement Agreement by the Company to accept a Superior Proposal or termination by the Purchaser Affiliate as lender as a result of a material breach by the Company of the non-solicitation provisions of the Arrangement Agreement or an intentional breach by the Company of its representations, warranties or other covenants contained in the Arrangement Agreement. The loan is subject to a prepayment premium in the amount of 3.5% of the total outstanding principal in the event the Loan Agreement is terminated in accordance with the circumstances described in clause (iii) of the previous sentence. The Company’s ability to borrow under the Loan Agreement is subject to prior completion of certain customary conditions.

Company Support & Voting Agreements

All of the directors and senior officers of Guyana Goldfields (the “Company Locked-Up Shareholders”) entered into Company Support & Voting Agreements in which they agreed, subject to the terms of their respective Company Support & Voting Agreements, to vote their Company Shares in favour of the Arrangement Resolution and the Stated Capital Resolution. This section of the Circular describes the material provisions of the Company Support & Voting Agreements, but does not purport to be complete and may not contain all of the information about the Company Support & Voting Agreements that is important to a particular Shareholder. Copies of the Company Support & Voting Agreements are available under the Company’s profile on SEDAR.

Concurrently with the execution and delivery of the Arrangement Agreement, Guyana Goldfields delivered to the Purchaser duly executed Company Support & Voting Agreements from each of the Company Locked-Up Shareholders.

Pursuant to the Company Support & Voting Agreements until the termination of the Company Support & Voting Agreements in accordance with their terms, each of the Company Locked-Up Shareholders has agreed to among other things:

(a) at the Meeting, or any adjournment or postponement thereof, to vote or to cause to be voted the Subject Shares in favour of the Arrangement Resolution, the Stated Capital Resolution, and any other matter necessary for the consummation of the Arrangement;
(b) to vote or to cause to be voted the Subject Shares against any Acquisition Proposal and/or any other such matter that would reasonably be expected to materially delay, prevent or frustrate the successful completion of the Arrangement or any meeting of the Shareholders of the Company called for the purposes of considering same;

(c) no later than five Business Days prior to the date of the Meeting to deliver or cause to be delivered to the transfer agent designated in this Circular a duly executed proxy or proxies directing the holder of such proxy or proxies to vote the Subject Shares in favour of the Arrangement Resolution and the Stated Capital Resolution and/or any other matter necessary for the consummation of the Arrangement, which such proxy or proxies are to name as proxyholder those individuals as may be designated by the Company in this Circular, and such proxy or proxies shall not be revoked without the prior written consent of the Purchaser or unless such Company Support & Voting Agreement is terminated;

(d) to not exercise the voting rights attaching to the Subject Shares in respect of any proposed action by Guyana Goldfields in a manner which would reasonably be expected to prevent or materially delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement; and

(e) to not exercise any Dissent Rights.

The Company Support & Voting Agreements bind the Company Locked-Up Shareholders solely in their capacity as Shareholders, and do not bind Company Locked-Up Shareholders in their capacities as directors or officers of Guyana Goldfields. A Company Locked-Up Shareholder may take any action in his or her capacity as a director or officer of the Company to discharge such director or officer’s fiduciary duties under applicable Law or that is permitted by the Arrangement Agreement without such action being a violation of the Company Support & Voting Agreement.

The obligations under the Company Support & Voting Agreements may be terminated upon the earliest of:

(a) the date upon which the Company Locked-Up Shareholder and the Purchaser mutually agree to terminate the Company Support & Voting Agreement;

(b) the date, if any, on which the Purchaser (i) decreases the amount of consideration per Company Share, Company Option, Company DSU or Company RSU payable pursuant to the Plan of Arrangement or (ii) otherwise amends the Arrangement Agreement or Plan of Arrangement in a manner that is adverse to the interests of the holders of Company Shares, Company Options, Company DSUs or Company RSUs;

(c) the termination of the Arrangement Agreement in accordance with its terms; or

(d) the Effective Time.

As of the date of the Circular, the Company Locked-Up Shareholders, together with their associates and affiliates, own or exercise control or direction over an aggregate 400,800 Company Shares representing approximately 0.23% of the issued and outstanding Company Shares (on a fully diluted basis) on such date.

Regulatory Matters and Approvals

Shareholder Approval

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving the Arrangement Resolution as set forth in Appendix A to the Circular. Pursuant to the terms of the Interim Order, the Arrangement Resolution must, subject to further order of the Court, be approved by a resolution passed by 66\% of the votes cast on the Arrangement Resolution by the Shareholders present at the virtual Meeting or by proxy at the Meeting, with each Shareholder entitled to one vote for each Company Share held by such holder.

At the Meeting, the Shareholders will be also asked to consider and, if deemed advisable, pass a special resolution approving the Stated Capital Resolution as set forth in Appendix B to the Circular. The Stated Capital Resolution
must also be approved by a resolution passed by 66\% of the votes cast on the Arrangement Resolution by the Shareholders present at the virtual Meeting or by proxy at the Meeting, with each Shareholder entitled to one vote for each Company Share held by such holder.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders, subject to the terms of the Arrangement Agreement, to amend the Arrangement Agreement or the Plan of Arrangement or to decide not to proceed with the transactions contemplated by the Arrangement Agreement at any time prior to the Effective Time.

**Court Approvals**

On June 26, 2020, Guyana Goldfields obtained the Interim Order, a copy of which is attached as Appendix G to this Circular. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Guyana Goldfields will apply to the Court for the Final Order by judicial videoconference via Zoom on July 30, 2020 at 10:00 a.m. (Toronto time) or as soon thereafter as counsel may be heard. Please see the Notice of Application for Order attached as Appendix F to this Circular for further information on participating or presenting evidence at the hearing for the Final Order. If the Arrangement Resolution is approved, then final approval of the Court must be obtained before the Arrangement may proceed.

**Regulatory Approvals**

**PRC Approvals**

Completion of the transactions contemplated by the Arrangement Agreement is conditional upon the receipt of the PRC Approvals. Accordingly, Zijin has submitted filings to the National Development and Reform Commission (NDRC) of the People’s Republic of China and the Ministry of Commerce of People’s Republic of China (MOFCOM) and has received the MOFCOM approval on June 18, 2020. Zijin will submit the required State Administration of Foreign Exchange of the People’s Republic of China application following the receipt of the NDRC approval.

**Investment Canada Act Clearance**

Under the Investment Canada Act, the direct “acquisition of control” of a Canadian business by a non-Canadian that exceeds the prescribed financial threshold (a “Reviewable Transaction”) is subject to pre-closing review and cannot be implemented unless the responsible Minister or Ministers under the Investment Canada Act (the “Minister”) (i) has sent a notice that he is satisfied, or (ii) has been deemed to be satisfied, that the transaction is likely to be of “net benefit” to Canada (a “Net Benefit Ruling”). An acquisition of control of a Canadian business that is not a Reviewable Transaction is subject to a notice requirement (“Notice”) under the Investment Canada Act, which notice can be made to the Director or Investments either before or within 30 days after closing.

In addition, under Part IV.1 of the Investment Canada Act, certain investments by non-Canadians, including but not limited to transactions in respect of which a Notice is required to be filed can be made subject to separate review on grounds that the investment could be injurious to national security. Specifically, a non-Canadian investor cannot complete its investment where, prior to completing its investment, the investor has received, at any time after the Minister becomes aware of the transaction and ending 45 days from the date on which the investor has filed its application or notice, notice (a “National Security Notice”) from the Minister that the investment may be subject to a national security review (a “National Security Review”). Where the investor has received a National Security Notice, the Minister has an additional 45 days to determine whether to recommend that an order for a National Security Review be made. Where a National Security Review has been ordered, the Minister has 45 days, which period can be extended for an additional 45 days, to determine whether the investment would not be injurious to national security, in which case the National Security Review is terminated, or either that it would be injurious to national security or that the Minister is unable to determine whether the investment would be injurious to national security, in which case the Minister must refer the investment to the Governor in Council for a final determination. The Governor in Council then has 20 days to decide whether to authorize the investment, which can be on the basis of terms and conditions set by the Governor-in-Council or undertakings provided by the investor or, in the case of an investment that has not been completed, to prohibit its completion. If a National Security Notice has been received, and during an ongoing National Security Review, the investment cannot be completed.
While the above timeframes can be extended with the consent of the investor (other than the 20 day period applicable to the Governor-in-Council’s determination), assuming no additional extensions, the entire period of a National Security Review from the initial filing by the investor until completion of the National Security Review can be as long as 200 days. As of June 22, 2020 proposed legislation is being considered by Parliament that if passed would, among other things, give the Minister under the Investment Canada Act the discretion to extend the prescribed time periods under the national review provisions of the Investment Canada Act by up to six months, potentially with effect retroactively to not earlier than March 13, 2020.

Policy Statement on Foreign Investment Review and COVID-19

On April 18, 2020, the Government of Canada issued a Policy Statement on Foreign Investment Review and COVID-19 (the “ICA COVID-19 Policy”). Pursuant to the ICA COVID-19 Policy, the Government of Canada has indicated that, in reviewing inbound foreign investment under the Investment Canada Act, it will ensure that foreign investments do not introduce new risks to Canada’s economy or national security, including the health and safety of Canadians. While investments will be examined on their own merits, additional scrutiny under the Investment Canada Act will be applied to foreign direct investments (both controlling and non-controlling) in Canadian businesses that are related to public health or involved in the supply of critical goods and services to Canadians or the Government of Canada.

The ICA COVID-19 Policy states that investments into Canada by state-owned enterprises may be motivated by non-commercial imperatives that could harm Canadian economic or national security interest and that this potential risk is increased by the COVID-19 pandemic. Accordingly, the Government of Canada will subject all investments, regardless of value, by foreign state-owned enterprises or private investors assessed as being closely tied to or subject to direction from foreign governments, to enhanced scrutiny under the Investment Canada Act, including information requests or extensions of timelines for review as authorized by the Investment Canada Act, to ensure that the Government of Canada can fully assess these investments.

The ICA COVID-19 Policy and enhanced scrutiny of certain foreign investments under the Investment Canada Act will continue until the economy recovers from the effects of the COVID-19 pandemic. The ICA COVID-19 Policy reiterates that notwithstanding the potential for increased scrutiny of foreign investments, Canada remains open to investments that benefit Canadians and acknowledges that foreign direct investment is essential in ensuring that Canadian businesses are able to invest in innovation and compete in the global economy.

The transactions contemplated by the Arrangement Agreement do not constitute a Reviewable Transaction under the Investment Canada Act and, as such, do not require a Net Benefit Ruling. Zijin filed its Notice on June 12, 2020, which has been certified as complete and received. The Minister has 45 days from the date of receipt of a complete Notice to notify Zijin that the Arrangement may be subject to a National Security Review. Completion of the Arrangement is conditional on obtaining ICA Clearance, which means that: (i) Zijin has not been notified within the prescribed period described above that the Arrangement may be subject to a National Security Review, or (ii) if Zijin receives notice that the Arrangement may be subject to a National Security Review, Zijin has subsequently received approval from the Minister or the Governor-in-Council, as the case may be, that Zijin and the Company are authorized to proceed with the Arrangement. While there can be no assurances, the Company expects that ICA Clearance will be obtained given that: (i) Zijin has recently received approval under the Investment Canada Act to acquire other Canadian businesses in connection with similar transactions, (ii) Zijin’s acquisition of the Company is not “opportunistic” in that it involves a significant premium, which resulted from a competitive bidding process (iii) the Company’s operating assets are located outside of Canada, and (iv) gold is not identified as a critical mineral by the Canadian government.1

Shareholders should be aware that Guyana Goldfields cannot provide any assurances that such approvals will be obtained.

Exchange of Company Securities

Pursuant to the Arrangement, each issued and outstanding Company Share will be transferred to the Purchaser and Shareholders (other than Zijin, the Purchaser and Dissenting Shareholders) will receive C$1.85 in cash for each share.

Company Share held pursuant to the terms of the Plan of Arrangement. Prior to the Effective Time, the Purchaser shall provide to the Depositary a wire transfer of funds in an amount equal to the aggregate amount of cash that the Shareholders are entitled to receive for their Company Shares in accordance with the terms of the Plan of Arrangement.

Upon the surrender to the Depositary of a certificate which immediately prior to the Effective Time represented outstanding Company Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Company Shareholder, as soon as reasonably practicable: (a) a cheque or wire transfer representing the cash amount that such Company Shareholder is entitled to receive under the Arrangement in accordance with the instructions of the Company Shareholder in the Letter of Transmittal.

The Depositary will act as the agent of Persons who have deposited Company Shares in connection with the Arrangement, for the purpose of receiving payment and transmitting payment to such Persons.

The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified by Guyana Goldfields, the Purchaser and Zijin against certain liabilities in certain circumstances.

If the aggregate cash amount a Shareholder is entitled to receive would otherwise include a fraction of C$0.01, then the aggregate cash amount such Shareholder shall be entitled to receive shall be rounded down to the nearest whole C$0.01.

Withholding

The Purchaser, the Company or the Depositary shall deduct and withhold from any consideration otherwise payable to any Person under the Plan of Arrangement (including, without limitation, any amounts payable to Dissenting Shareholders) such taxes or other amounts as the Purchaser, the Company or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable law. To the extent that taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

Company Options

At the Effective Time, each Company Option that is outstanding immediately prior to the Effective Time whether vested or unvested shall be and shall be deemed to be assigned and transferred to the Company by the holder thereof in exchange for a cash payment from the Company equal to the amount, if any, by which the Consideration exceeds the exercise price of such the Company Option, less applicable withholdings and such Company Options and the Company Stock Option Plan shall be immediately cancelled and terminated, respectively.

Company DSUs

At the Effective Time, each Company DSU that is outstanding prior to the Effective Time whether vested or unvested shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings and the Company DSUs and the Company DSU Plans shall be cancelled and terminated, respectively.

Company RSUs

At the Effective Time, each Company RSU that is outstanding prior to the Effective Time whether vested or unvested shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings and such Company RSUs and the Company RSU Plans shall be cancelled and terminated, respectively.

Extinction of Rights after Six Years

Any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were acquired by the Purchaser pursuant to the Plan of Arrangement and which is not deposited with the
Depositary in accordance with the provisions of the Plan of Arrangement and Letter of Transmittal on or before the sixth anniversary of the Effective Date shall, on the sixth anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the Company, the Purchaser, Zijin, the Depositary or any other Person. On such date, the Consideration such former holder of Company Shares would otherwise have been entitled to receive shall be and shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the Company, the Purchaser, Zijin or the Depositary will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred to the Purchaser pursuant to the Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Company Shares, the Depositary shall, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of Company Shares the Consideration such Shareholder is entitled to receive in respect of such Company Shares pursuant the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement. When authorizing such payment in relation to any such lost, stolen or destroyed certificate, the former holder of such Company Shares shall, as a condition precedent to the delivery thereof, give a surety bond satisfactory to the Purchaser, Zijin and the Depositary (acting reasonably) in such sum as the Purchaser may direct, and indemnify the Purchaser, Zijin, the Company and the Depositary in a manner satisfactory to Purchaser, Zijin, the Company and the Depositary (acting reasonably) against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

Stated Capital Resolution

An arrangement under the CBCA requires court approval. Prior to the mailing of this Circular, Guyana Goldfields obtained from the Court, the Interim Order which provides for the calling and holding of the Meeting and certain other procedural matters. Pursuant to the Interim Order, Guyana Goldfields is required to return to Court for a Final Order approving the Arrangement. At the hearing, the Court will be asked to approve the terms and conditions of the Arrangement. In hearing the petition for the Final Order, the Court will consider, among other things, the fairness and reasonableness of the Arrangement and satisfaction of the statutory conditions for completing an arrangement under the CBCA, including compliance with the solvency tests discussed below.

Among the statutory conditions to be complied with in order for the Court to approve the Arrangement is that the corporation proposing the arrangement, in this case, Guyana Goldfields, not be insolvent within the meaning of Section 192 of the CBCA.

Under Section 192 of the CBCA, a corporation is not insolvent if it is able to pay its liabilities as they become due and the realizable value of its assets is greater than the aggregate of its liabilities and stated capital of all classes of shares. The CBCA requires that a corporation create and maintain a stated capital account for each class of its shares and add the value of the consideration it receives upon the issue of a share to the applicable stated capital account. The stated capital account is not automatically reduced by the amount of a corporation’s accumulated deficit and, consequently, the value of the stated capital account can be greater than the corporation’s shareholder equity of that class. If a corporation has accumulated a significant deficit but has not concurrently reduced its stated capital account, compliance with the second test set forth in Section 192 of the CBCA may be difficult. However, the CBCA provides that a stated capital account may be reduced for any purpose by a special resolution of the holders (i.e. approved by no less than 66 2/3% of the votes cast at a special meeting) of the applicable class.

In order to ensure that the realizable value of Guyana Goldfields’ assets will exceed its liabilities and stated capital at the time the Arrangement is to be completed, Guyana Goldfields will request that the Shareholders pass a special resolution pursuant to Section 38 of the CBCA to approve a reduction of the stated capital account maintained for the Company Shares to $1.00. In addition to reducing the stated capital of the Company Shares, the reduction in stated capital will proportionately increase Guyana Goldfields’ contributed surplus but will leave Shareholder equity unaffected.
Guyana Goldfields has determined that it is desirable to effect the reduction in stated capital to ensure that the requirements of Section 192 of the CBCA will be met at the time final Court approval of the Arrangement is sought.

**Effective Date of Arrangement**

Subject to satisfaction of all conditions precedent to completion of the Arrangement Agreement (including receipt of Shareholder Approval and the Final Order), the Arrangement will become effective on the Effective Date at the Effective Time. The Effective Date will be the date of issue shown on the certificate giving effect to the Arrangement as issued by the CBCA Director pursuant to Section 192(7) of the CBCA. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the CBCA. It is currently expected that the Effective Date will be in August 2020.

**Dissent Rights in Respect of the Arrangement**

There is no mandatory statutory right of dissent in respect of plans of arrangement under the CBCA. However, as contemplated in the Plan of Arrangement and the Interim Order, Guyana Goldfields and the Purchaser have granted to Registered Shareholders who object to the Arrangement the Dissent Rights, which are set out in their entirety in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, copies of which are attached as Appendix H, Appendix G and Appendix C, respectively, to this Circular, and as may be modified by the Final Order. A Registered Shareholder who wishes to exercise its Dissent Rights must strictly comply with the requirements of the Dissent Rights and failure to do so may result in the loss of such Dissent Rights. Accordingly, each Shareholder who might desire to exercise Dissent Rights should carefully consider and comply with the Dissent Rights and consult his, her or its legal advisor. See “Dissent Rights”.

**Risks Associated with the Arrangement**

Shareholders should carefully consider all of the information disclosed or referred to in this Circular prior to voting on the matters being put before them at the Meeting. In addition to the other information presented in this Circular, the following risk factors should be given special consideration:

*The Arrangement Agreement may be terminated in certain circumstances.*

The Purchaser on its own behalf and on behalf of Zijin, has the right to terminate the Arrangement Agreement in certain circumstances, including in circumstances outside the control of Guyana Goldfields such as the occurrence of a Material Adverse Effect in respect of the Company. On the occurrence of a Material Adverse Effect in respect of the Company or other event giving rise to such termination right, there is no certainty, nor can Guyana Goldfields provide any assurance, that the Arrangement Agreement will not be terminated by the Purchaser on its own behalf and on behalf of Zijin, before the completion of the Arrangement. See “Information Concerning the Arrangement - The Arrangement Agreement - Termination of the Arrangement Agreement”.

*There can be no certainty that all conditions precedent to the Arrangement will be satisfied.*

The Arrangement is subject to certain conditions that are outside the control of the Company and the Purchaser. The Arrangement is conditional upon, among other things, approval of the Arrangement Resolution and the Stated Capital Resolution by Shareholders, receipt of each of the Interim Order and Final Order and the Company and the Purchaser having obtained the Key Regulatory Approvals, being the PRC Approvals and the Investment Canada Act Clearance. There can be no assurance that these conditions will be satisfied or waived, or, if satisfied or waived, when they will be satisfied or waived. In particular, pursuant to the ICA COVID-19 Policy, additional scrutiny under the Investment Canada Act will be applied to foreign direct investments (both controlling and non-controlling) in Canadian businesses that are related to public health or involved in the supply of critical goods and services to Canadians or the Government of Canada, and to all investments, regardless of value, by foreign state-owned enterprises or private investors assessed as being closely tied to or subject to direction from foreign governments, including additional requests for information and extensions of timelines as authorized by the Investment Canada Act. If the Company is unable to complete the Arrangement or if completion of the Arrangement is delayed, there could be an adverse effect on the Company’s business, financial condition, operating results and the price of the Company Shares. See “Information Concerning the Arrangement - The Arrangement Agreement - Conditions to Closing”.

*Guyana Goldfields will incur certain costs even if the Arrangement is not completed.*
The Company will incur certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, even if the Arrangement is not completed. Also, if the Arrangement is not completed, Guyana Goldfields may be required to pay the Expense Reimbursement Amount or Termination Amount to the Purchaser in certain circumstances. See “Information Concerning the Arrangement - Termination Fees” and “Information Concerning the Arrangement - Expenses and Expense Reimbursement”.

Guyana Goldfields directors and executive officers may have interests in the Arrangement that are different from those of the Shareholders.

In considering the recommendation of the Board to vote in favour of the Arrangement Resolution, Shareholders should be aware that certain members of the Board and management team have agreements or arrangements that provide them with interests in the Arrangement that differ from, or are in addition to, those of Shareholders generally. See “Information Concerning the Arrangement - Interests of Certain Persons in the Arrangement”.

The market price for the Company Shares may decline.

If the Arrangement is not completed, the market price of the Company Shares may decline to the extent that the current market price of the Company Shares reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the Consideration to be paid pursuant to the Arrangement.

The completion of the Arrangement may be delayed or prevented due to health epidemics and other outbreaks of communicable diseases.

The continued and prolonged effects of the recent global outbreak of COVID-19 may delay or prevent the completion of the Arrangement. The extent to which COVID-19 impacts the ability to obtain approval by the Court and the Key Regulatory Approvals will depend on future developments, which are highly uncertain and cannot be predicted at this time, and include the duration, severity and scope of the outbreak and the actions taken to contain or treat the outbreak of COVID-19.

The disposition of Company Shares under the Arrangement may be subject to Canadian income tax or other income tax.

The disposition of Company Shares for cash by a Shareholder may be subject to Canadian income taxes. See “Certain Canadian Federal Income Tax Considerations” and “Certain United States Federal Income Tax Considerations”. You should consult your own professional advisors to obtain advice on the income taxes that apply to you.

Interests of Certain Persons in the Arrangement

In considering the recommendation of the Board with respect to the Arrangement, Shareholders should be aware that certain members of the Board and Company’s management have interests in connection with the Arrangement that may create actual or potential conflicts of interest in connection with the Arrangement.

In aggregate, the directors of Guyana Goldfields (including the directors who are also executive officers of Guyana Goldfields) hold 400,800 Company Shares as of the Record Date, representing 0.23% of the issued and outstanding Company Shares on the Record Date. All of the Company securities held by the directors will be treated in the same fashion under the Arrangement as Company securities held by every other Shareholder. See “Information Concerning the Arrangement - Principal Steps of the Arrangement”.

The officers of Guyana Goldfields are also entitled to receive change of control payments in the aggregate amount of approximately C$4.92 million pursuant to the terms of their Employment Agreements. See also “Information Concerning the Arrangement - Termination Payments”.

Indemnification

Pursuant to the Arrangement Agreement, the Purchaser has agreed to honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of Guyana Goldfields and its
subsidiaries and such rights will survive the completion of the Arrangement and will continue in full force and effect for a period of not less than seven years from the Effective Date.

**Termination Payments**

The Company has entered into employment agreements (the “Employment Agreements”) with the following officers that contain provisions whereby the individual would be entitled to enhanced severance payments on the occurrence of a change of control (such as the Arrangement) coupled with the termination of the individual without cause in connection therewith: (i) Alan Pangbourne, President & Chief Executive Officer, (ii) Leon Binedell, Chief Financial Officer, (iii) Perry Holloway, Senior Vice President, Strategy & Corporate Affairs, (iv) Annie Sismanian, Vice President, Corporate Finance & Investor Relations, and (v) Lisa Zangari, Chief Talent & Compliance Officer. Such termination payments are as follows:

<table>
<thead>
<tr>
<th>Officer</th>
<th>Termination Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Pangbourne, President &amp; CEO</td>
<td>C$2,614,715</td>
</tr>
<tr>
<td>Leon Binedell, Chief Financial Officer</td>
<td>C$976,286</td>
</tr>
<tr>
<td>Perry Holloway, Senior Vice President, Strategy &amp; Corporate Affairs</td>
<td>C$528,724</td>
</tr>
<tr>
<td>Lisa Zangari, Chief Talent &amp; Compliance Officer</td>
<td>C$412,501</td>
</tr>
<tr>
<td>Annie Sismanian, Vice President, Corporate Finance &amp; Investor Relations</td>
<td>C$384,250</td>
</tr>
</tbody>
</table>

The above individuals also hold Company Shares, Company Options, Company DSUs, Company RSUs and/or Company PSUs, as the case may be, and will receive the consideration for such securities and/or awards contemplated by the Plan of Arrangement in connection with the completion of the Arrangement.

Certain Company Options, Company RSUs and Company PSUs held by certain of the officers named above were granted in January 2020 or March 2020 on a basis consistent with their employment agreements. The pricing and therefore the numbers of these awards were not determinable at the time they were granted because the Company was subject to a continuous blackout period under its Insider Trading Policy from January 1 through June 15, 2020. The pricing and numbers of such awards were determined on June 18, 2020, by which date the Arrangement Agreement with Zijin had been publicly announced and the market price of the Company Shares on the TSX had increased substantially since such awards were initially granted. The Company and Zijin have agreed to work together in good faith to determine the amount of certain additional cash payments the Company is to make to the holders of such awards in recognition of the extended delay in pricing and finalizing such awards. The amount of such additional cash payments has not yet been determined.

**Securities Laws and Considerations**

The following is a brief summary of the securities laws considerations applicable to the Arrangement.

**Status under Canadian Securities Laws**

Guyana Goldfields is a “reporting issuer” in each of the provinces of Canada and is currently listed on the TSX (symbol: GUY). Following the closing of the Arrangement, the Company Shares will be de-listed from the TSX and Guyana Goldfields will cease being a reporting issuer in each of provinces of Canada.

**MI 61-101**

The Company is a “reporting issuer” or its equivalent in all provinces of Canada and, accordingly, is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among security holders, generally requiring enhanced disclosure, approval by a majority of security holders excluding interested parties and/or, in certain instances, independent valuations and approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to “business combinations” (as defined in MI 61-101) pursuant to which the interests of security holders may be terminated without their consent.

Under MI 61-101, the definition of “business combination” specifically excludes transactions in which no person that is a “related party” (as defined in MI 61-101) of the issuer at the time the transaction is agreed to (i) would...
directly or indirectly acquire or combine with the issuer, (ii) is a party to a “connected transaction” (as defined in MI 61-101), (iii) is entitled to receive consideration per security that is not identical in amount and form and entitlement to the consideration other holders of the same class of securities are entitled to receive or (iv) is entitled to receive a “collateral benefit” (as defined in MI 61-101). A “collateral benefit” includes any benefit that a related party of the Company (which includes the directors and officers of the Company) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, a change of control payment such as those described under the heading “Information Concerning the Arrangement - Termination Payments” unless the related party owns or exercises control or direction over less than one percent of any class of equity securities of the issuer.

Neither the Purchaser nor Zijin is, and at the time the Arrangement was agreed to was not, a related party of the Company. Although certain directors and officers are entitled to receive payments that would otherwise constitute collateral benefits, none of those directors or officers own or exercise control or direction over more than 1% of the Company Shares. Accordingly, the Arrangement is not a business combination subject to the requirements of MI 61-101.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations relating to the Arrangement under the Tax Act that generally apply to beneficial owners of Company Shares who, for purposes of the Tax Act, and at all relevant times, hold their Company Shares as capital property and deal at arm’s length with, and are not affiliated with, Guyana Goldfields or the Purchaser (each a “Holder”).

Company Shares will generally be considered to be capital property unless such securities are held in the course of carrying on a business of trading or dealing in securities, or were acquired in one or more transactions considered to be an adventure or concern in the nature of trade. Shareholders who do not hold their Company Shares as capital property should consult their own tax advisors regarding their particular circumstances.

This summary does not apply to a Holder: (i) that is a “financial institution” for the purposes of the mark-to-market rules in the Tax Act, (ii) an interest in which is a “tax shelter investment” as defined in the Tax Act, (iii) that is a “specified financial institution” as defined in the Tax Act, (iv) who has made a “functional currency” election under Section 261 of the Tax Act, (v) who has entered into, with respect to their Company Shares, a “derivative forward agreement” or a “synthetic disposition arrangement” as those terms are defined in the Tax Act, (vi) that is a partnership for the purposes of the Tax Act, (vii) who received Company Shares in respect of, in the course of or by virtue of an employment with the Company, including pursuant to an employee stock option, (viii) that is a foreign affiliate of a taxpayer resident in Canada, (ix) who receives dividends on Company Shares under or as part of a “dividend rental arrangement” as defined in the Tax Act, or (x) that is exempt from tax under Part I of the Tax Act. Any such Holder should consult its own tax advisor with respect to the tax consequences to it of the Arrangement.

This summary is based on the facts set out in this document, the current provisions of the Tax Act and the regulations thereunder and Guyana Goldfields’ understanding of the published administrative policies and assessing practices of the Canada Revenue Agency (the “CRA”) publicly available prior to the date of this document. This summary takes into account all proposed amendments to the Tax Act and the regulations thereunder that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (“Proposed Amendments”) and assumes that such Proposed Amendments will be enacted substantially as proposed. However, no assurance can be given that such Proposed Amendments will be enacted in the form proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policies or assessing practices whether by legislative, administrative or judicial decision or action nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

This summary is of a general nature only and is not, and is not intended to be, legal or tax advice or representations to any particular Shareholder. This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement. Accordingly, Shareholders should consult their own tax advisors having regard to their own particular circumstances.
For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of securities (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars using the relevant rate of exchange required by the Tax Act.

**Holders Resident In Canada**

The following section of the summary is generally applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be a resident of Canada at all relevant times (a “Resident Holder”). Certain Resident Holders whose Company Shares might not otherwise qualify as capital property may be entitled to make or may have already made the irrevocable election under subsection 39(4) of the Tax Act the effect of which is to deem any Company Shares and every “Canadian security” (as defined in the Tax Act) owned by such Resident Holder in the taxation year of the election and in all subsequent taxation years to be capital property. Resident Holders should consult their own tax advisor as to whether they hold or will hold their Company Shares as capital property and whether this election is available or advisable in their particular circumstances.

**Disposition of Company Shares under the Arrangement**

A Resident Holder (other than a Dissenting Resident Holder, as defined below) who disposes of Company Shares under the Arrangement will be considered to have disposed of each Company Share for proceeds of disposition equal to the Consideration for such Company Share. As a result, the Resident Holder will generally realize a capital gain (or capital loss) to the extent that such proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Company Shares immediately before the exchange. Such capital gain (or capital loss) will be subject to the tax treatment described below under “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains or Capital Losses”.

**Taxation of Capital Gains or Capital Losses**

Generally, one-half of any capital gain (a “taxable capital gain”) realized by a Resident Holder in a taxation year must be included in the Resident Holder’s income for the year, and one-half of any capital loss (an “allowable capital loss”) realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the holder in that year (subject to and in accordance with rules contained in the Tax Act). Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

A Resident Holder that, throughout the relevant taxation year, is a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable to pay an additional refundable tax on its “aggregate investment income” (as defined in the Tax Act), including any taxable capital gains. Capital gains realized by a Resident Holder who is an individual or trust, other than certain specified trusts, will be taken into account in determining liability for alternative minimum tax under the Tax Act. Resident Holders who are individuals or trusts should consult their own tax advisors in this regard.

If the Resident Holder of a Company Share is a corporation, the amount of any capital loss realized on a disposition or deemed disposition of such share may be reduced by the amount of dividends received or deemed to have been received by it on such share (and in certain circumstances a share exchanged or substituted for such share) to the extent and under circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns such shares or where a trust or partnership of which a corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns any such shares.

Holders to whom these rules may be relevant should consult their own tax advisors.

**Dissenting Resident Holders**

A Resident Holder that is a Dissenting Shareholder (a “Dissenting Resident Holder”) will be deemed to have transferred its Company Shares to the Purchaser as of the Effective Time and will receive a cash payment from the

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Purchaser in respect of the fair value of the Dissenting Resident Holder’s Company Shares. Such a Dissenting Resident Holder will be considered to have disposed of the Company Shares for proceeds of disposition equal to the amount received by the Dissenting Resident Holder (less any interest awarded by a court). As a result, such Dissenting Resident Holder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition received exceed (or are less than) the aggregate of (i) the adjusted cost base to the Dissenting Resident Holder of the Company Shares; and (ii) any reasonable costs of disposition. For a description of the tax treatment of capital gains and losses, see “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Disposition of Company Shares under the Arrangement” above.

Interest awarded to a Dissenting Resident Holder by a court will be included in the Dissenting Resident Holder’s income for the purposes of the Tax Act. In addition, a Dissenting Resident Holder that, throughout the relevant taxation year, is a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable to pay an additional refundable tax on its “aggregate investment income” (as defined in the Tax Act), including interest income.

Under the Plan of Arrangement, Dissenting Shareholders who for any reason are not entitled to be paid the fair value of their Company Shares, shall be treated as if they had participated in the Arrangement on the same basis as Resident Holders who do not exercise Dissent Rights. The principal Canadian federal tax considerations generally applicable to such Dissenting Shareholders who are Resident Holders in connection with their Company Shares will be same as those described above under “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Disposition of Company Shares under the Arrangement”.

Holders Not Resident in Canada

The following section of the summary is generally applicable to a Holder who, (i) for the purposes of the Tax Act and any applicable income tax treaty or convention at all relevant times, is not, and is not deemed to be, a resident of Canada, (ii) does not, and is not deemed to do, use or hold Company Shares in a business in Canada, and (iii) is not an insurer who carries on an insurance business or is deemed to carry on an insurance business in Canada and elsewhere (in this section, a “Non-Resident Holder”).

Disposition of Company Shares under the Arrangement

Non-Resident Holders will not be subject to tax under Part I of the Tax Act in respect of any capital gain realized on the disposition of a Company Share under the Arrangement unless (a) the Company Share constitutes “taxable Canadian property” (as defined in the Tax Act, as discussed below) of the Non-Resident Holder at the time of the disposition, and (b) the Company Share is not “treaty-protected property” (as defined for the purposes of the Tax Act) of the Non-Resident Holder.

Generally, a Company Share will not constitute “taxable Canadian property” to a Non-Resident Holder at the time of disposition provided that such share is listed on a designated stock exchange (which includes the TSX) at that time, and at no time during the sixty (60) month period immediately preceding the disposition: (i) did one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder did not deal at arm’s length for purposes of the Tax Act, (c) partnerships in which the Non-Resident Holder or a person referred to in (b) holds a membership interest directly or indirectly through one or more partnerships, own 25% or more of the issued shares of any class or series of shares in the capital stock of the Company, and (ii) did more than 50% of the fair market value of the Company Share was derived, directly or indirectly, from one or any combination of real or immovable property situated in Canada, Canadian resource properties (as defined in the Tax Act), timber resource properties (as defined in the Tax Act), and options in respect of, or interests in, or for civil law rights in, any of the foregoing properties (whether or not such property exists). Notwithstanding the foregoing, a share may be deemed to be “taxable Canadian property” in certain circumstances set out in the Tax Act. Non-Resident Holders in respect of whom their Company Shares may constitute taxable Canadian property should consult their own tax advisors in this regard.

Even if the Company Shares are considered to be taxable Canadian property to a Non-Resident Holder, a taxable capital gain or an allowable capital loss resulting from the disposition of Company Shares will not be included in computing the Non-Resident Holder's taxable income earned in Canada for purposes of the Tax Act and will therefore not be subject to tax in Canada if, at the time of the disposition, the Company Shares constitute “treaty
protected property”, as defined in the Tax Act, of the Non-Resident Holder. Company Shares owned by a Non-Resident Holder will generally be treaty-protected property if the gain from the disposition of such shares would, because of an applicable income tax treaty or convention the benefits of which such Non-Resident Holder is fully entitled to, be exempt from tax under Part I of the Tax Act.

In the rare circumstance where a Company Share constitutes taxable Canadian property and is not treaty-protected property of the Non-Resident Holder at the time of disposition, any capital gain that would be realized on the disposition of the Company Shares under the Arrangement that is not exempt from tax under the Tax Act pursuant to an applicable income tax treaty or convention, generally will be subject to the same Canadian tax consequences discussed above for a Resident Holder under the headings “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Disposition of Company Shares under the Arrangement” and “Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains or Capital Losses”. A Non-Resident Holder that disposes of taxable Canadian property that is not treaty-protected property may have to file a Canadian income tax return for the taxation year in which the disposition occurs, regardless of whether the Non-Resident Holder is liable to Canadian tax on any gain realized as a result.

Dissenting Non-Resident Holders

A Non-Resident Holder that is a Dissenting Shareholder (a “Dissenting Non-Resident Holder”) will be deemed to have transferred its Company Shares to the Purchaser and will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Non-Resident Holder’s Company Shares. Such a Dissenting Non-Resident Holder will be considered to have disposed of the Company Shares for proceeds of disposition equal to the amount received by the Dissenting Non-Resident Holder (less any interest awarded by a court) and will be treated in the same manner as described above under “Holders Not Resident in Canada - Disposition of Company Shares under the Arrangement”. A Dissenting Non-Resident Holder will not be subject to Canadian tax on any amount received on account of interest.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any Holder. Accordingly, Holders should consult with their own tax advisors for advice as to the income tax consequences to them of the Arrangement in their particular circumstances.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following summarizes certain U.S. federal income tax considerations under the Internal Revenue Code of 1986, as amended (the “U.S. Tax Code”) generally applicable to certain U.S. Holders (as defined below) in respect of the Arrangement. This discussion is based upon the provisions of the U.S. Tax Code, existing final and temporary regulations promulgated thereunder (the “Treasury Regulations”), and current administrative rulings and court decisions, all of which are subject to change, possibly with retroactive effect. Changes in these authorities may cause the U.S. federal income tax consequences to vary substantially from those described below. This summary does not address the U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state or local, U.S. federal net investment income or non-U.S. tax consequences to U.S. Holders of the Arrangement. Except as specifically set forth below, this summary does not discuss applicable tax filing and reporting requirements.

Neither Guyana Goldfields nor Zijin has requested nor will they request a ruling from the Internal Revenue Service (“IRS”) or opinion from legal counsel with respect to any of the U.S. federal income tax consequences described below. The IRS may disagree with and challenge any of the conclusions reached herein. This discussion applies only to U.S. Holders that own Company Shares as “capital assets” within the meaning of Section 1221 of the U.S. Tax Code (generally, property held for investment), and does not comment on all aspects of U.S. federal income taxation that may be important to certain U.S. Holders in light of their particular circumstances, such as U.S. Holders subject to special tax rules (e.g., banks and other financial institutions, brokers, dealers or traders in securities or commodities, insurance companies, regulated investment companies, real estate investment trusts, traders that elect to mark-to-market their securities, certain expatriates or former long-term residents of the United States, personal holding companies, “S” corporations, partnerships or other flow-through entities, U.S. expatriates, tax-exempt organizations, tax-qualified retirement plans, persons who own directly, indirectly, or constructively 5% or more, by voting power or value, of Guyana Goldfields, persons who are subject to alternative minimum tax, persons who hold Shares as a position in a “straddle” or as part of a “hedging,” “conversion” or...
“integrated” transaction, persons that have a functional currency other than the U.S. dollar, persons subject to special
tax accounting rules, or persons who acquired Company Shares through the exercise of employee stock options or
otherwise as compensation for services).

If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) is a U.S. Holder,
the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities
of the partnership. Partnerships or partners in a partnership holding Company Shares are urged to consult their own
tax advisors regarding the tax consequences of the Arrangement.

U.S. Holders are urged to also review the separate discussion concerning Canadian federal income tax
consequences. See “Certain Canadian Federal Income Tax Considerations” above.

THIS SUMMARY IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO CONSTITUTE A
COMPLETE DESCRIPTION OF ALL UNITED STATES TAX CONSEQUENCES RELATING TO THE
ARRANGEMENT. SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS
REGARDING THE TAX CONSEQUENCES TO THEM (INCLUDING THE APPLICATION AND EFFECT OF
ANY STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX LAWS) OF THE ARRANGEMENT.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of Company Shares that is: (i) a U.S. citizen or
U.S. resident alien as determined for U.S. federal income tax purposes, (ii) a corporation, or other entity taxable as a
corporation for U.S. federal income tax purposes, that was created or organized under the laws of the United States,
any State thereof or the District of Columbia, (iii) an estate whose income is subject to U.S. federal income taxation
regardless of its source, or (iv) a trust that either is subject to the supervision of a court within the United States and
has one or more U.S. persons with authority to control all of its substantial decisions or has a valid election in effect
under applicable Treasury Regulations to be treated as a U.S. person.

Treatment of the Arrangement

U.S. Holders will realize gain or loss on the exchange of Company Shares for in an amount equal to the difference,
if any, between (i) the cash and (ii) the U.S. Holder’s adjusted tax basis in the Company Shares exchanged therefor.
Subject to the passive foreign investment company (“PFIC”) rules discussed below, such gain or loss should be
capital gain or loss and treated as long-term capital gain or loss if the U.S. Holder held the Company Shares for
more than one year. Long-term capital gains recognized by U.S. Holders that are not corporations generally are
eligible for reduced rates of U.S. federal income taxation. The deductibility of capital losses is subject to limitations
under the U.S. Tax Code.

A U.S. Holder's adjusted tax basis in a Company Share generally will equal its cost to the U.S. Holder. In the case of
a Company Share purchased for foreign currency, the cost of the Company Share to a U.S. Holder will be the U.S.
dollar value of the foreign currency purchase price on the date of purchase. In the case of a Guyana Goldfields Share
that is traded on an established securities market, a cash basis U.S. Holder (and, if it so elects, an accrual basis U.S.
Holder) determines the U.S. dollar value of the cost of such Company Share by translating the amount paid at the
spot rate of exchange on the settlement date of the purchase.

Cash consideration paid in Canadian dollars to a U.S. Holder (including any amounts withheld to pay Canadian
withholding taxes) will be taken into account in a U.S. dollar amount calculated by reference to the exchange rate
between the U.S. dollar and the Canadian dollar in effect on the date of receipt by the U.S. Holder, regardless of
whether the Canadian dollars so received are in fact converted into U.S. dollars. The Canadian dollars received by a
U.S. Holder will have a tax basis equal to their U.S. dollar value on the date of receipt. If the Canadian dollars are
converted into U.S. dollars on the date of receipt, the U.S. Holder generally should not be required to recognize
foreign currency gain or loss. A U.S. Holder may have foreign currency exchange gain or loss if the Canadian
dollars are converted into U.S. dollars after the date of receipt. In general, foreign currency exchange gain or loss
will be treated as U.S.-source ordinary gain or loss for foreign tax credit purposes.

Additional Tax on Investment Income

U.S. Holders who are individuals, estates, or trusts and whose income exceeds certain thresholds will be required to
pay (in addition to U.S. federal income tax) a 3.8% tax on net investment income, including gains from the sale or
other taxable disposition of Company Shares. U.S. Holders are urged to consult their tax advisors regarding whether
this tax will apply to them.
Passive Foreign Investment Company Rules

In General

A foreign corporation is a PFIC for U.S. federal income tax purposes if either (A) at least 75% of its gross income in a taxable year, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income, or (B) at least 50% of its assets in a taxable year, ordinarily determined based on fair market value and averaged quarterly over the year, including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of or produce passive income. Passive income generally includes dividends, interest, rents and royalties, and gains from the disposition of passive assets. Guyana Goldfields has not made any determination for any prior tax year whether it was then a PFIC. However, Guyana Goldfields may have been a PFIC for tax years prior to the tax year in which it started generating operating revenues from the Aurora Gold Mine. No opinion of legal counsel or ruling from the IRS concerning the status of Guyana Goldfields as a PFIC has been obtained or is currently planned to be requested. The determination of whether any corporation was, is or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the entire course of each such tax year and, as a result, often cannot be predicted with certainty for the current tax year as of the date of this document. Accordingly, there can be no assurance that Guyana Goldfields is not or has not been, a PFIC. Nor can there be any assurance that the IRS will not challenge any determination PFIC status. If Guyana Goldfields is a PFIC for any year during which a U.S. Holder holds its shares, such holder will be subject to the rules described below under “Certain United States Federal Income Tax Considerations - Passive Foreign Investment Company Rules - Consequences of PFIC Status”.

Each U.S. Holder should consult its own tax advisors regarding PFIC status.

Consequences of PFIC Status

If Guyana Goldfields is classified as a PFIC for any taxable year or portion of a taxable year that is included in a U.S. Holder’s holding period, and the U.S. Holder does not timely make either a QEF election or does not or is not eligible to make a mark-to-market election, each as defined below, the U.S. Holder generally will be subject to the following “PFIC Rules” with respect to the applicable corporation’s shares:

- Each distribution to the U.S. Holder will be deemed to be an “excess distribution” to the extent of its pro rata share of any excess of the aggregate of all distributions made to the U.S. Holder in the U.S. Holder’s current taxable year over 125% of the three-year moving average of such aggregates;

- Gain recognized by a U.S. Holder on a sale or other disposition of shares will also be deemed to be an excess distribution;

- Each excess distribution will be allocated pro rata to each day in the U.S. Holder’s holding period, up to the date of the distribution;

- The amounts allocated to the U.S. Holder’s current taxable year, and the amounts allocated to the period in the U.S. Holder’s holding period which pre-dates such corporation’s status as a PFIC, if there is such a period, will be taxed as ordinary income (not long-term capital gain);

- The amounts allocated to any other taxable year or part of a year will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder; and

- The tax liabilities that arise from the amounts allocated to each such other taxable year will accrue retroactive interest as unpaid taxes.

A U.S. Holder that holds shares in a year in which the relevant corporation is a PFIC will continue to be treated as owning shares of a PFIC in later years even if such corporation is no longer a PFIC in those later years.
QEF Election

If a corporation is a PFIC, a U.S. Holder may avoid the PFIC Rules with respect to such corporation’s shares by making a timely QEF election during the first taxable year in which such corporation is a PFIC and in which the U.S. Holder holds or is deemed to hold such shares. If a U.S. Holder makes a QEF election, it will become subject to the following “QEF Allocation Rules”:

- The U.S. Holder will include in its income in each of its taxable years in which or with which a taxable year of the corporation ends, its pro rata share of such corporation’s net capital gain (as long-term capital gain) and any other earnings and profits (as ordinary income), regardless of whether such corporation distributes such gain or earnings and profits to the U.S. Holder;
- The U.S. Holder’s tax basis in its shares will be increased by the amount of such income inclusions;
- Distributions of previously included earnings and profits will not be taxable in the U.S. to the U.S. Holder;
- The U.S. Holder’s tax basis in its shares will be decreased by the amount of such distributions; and
- Any gain recognized by the U.S. Holder on a sale, redemption or other taxable disposition of its shares will be taxable as capital gain and no interest charge will be imposed.

A U.S. Holder that makes a QEF election may make an additional election to defer payment of its liability for tax on included but undistributed income, but such deferred payments are subject to an interest charge.

A QEF election is made on a shareholder-by-shareholder basis and may be revoked only with the consent of the IRS. A U.S. Holder generally makes a QEF election by attaching a completed IRS Form 8621 (Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund), including the information provided in a PFIC annual information statement, to a timely filed U.S. federal income tax return for the tax year of the U.S. Holder to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS. U.S. Holders are urged to consult their own tax advisors regarding the availability and tax consequences of a retroactive QEF election under their particular circumstances.

To comply with the requirements of a QEF election, a U.S. Holder must receive a PFIC annual information statement from the corporation. Guyana Goldfields has provided no such information and has no plans to do so.

Mark-to-Market Election

If a PFIC’s shares are regularly traded on a registered national securities exchange or certain other exchanges or markets, they may constitute “marketable stock” for purposes of the PFIC rules. In such case, a U.S. Holder would not be subject to the foregoing PFIC Rules if such U.S. Holder made a timely mark-to-market election with respect to such PFIC’s shares. U.S. Holders should consult their own tax advisors regarding the Mark-to-Market Election.

PFIC Reporting Requirements

A U.S. Holder that owns or is deemed to own PFIC shares in any taxable year of the U.S. Holder may have to file an IRS Form 8621, Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund, (whether or not a QEF or market-to-market election is made) and provide such other information as may be required by the U.S. Treasury Department. Failure to file a required form or provide required information will extend the statute of limitations on assessment of a deficiency until the required form or information is furnished to the IRS.

The rules for PFICs, QEF elections and mark-to-market elections are complex and affected by various factors in addition to those described above. U.S. Holders are urged to consult their own tax advisors regarding the application of the rules to their particular circumstances.

Foreign Tax Credits and Limitations

A U.S. Holder that pays, through withholding, Canadian tax, with respect to any dividends or in connection with a sale, redemption or other taxable disposition of shares may elect for any taxable year to receive either a credit or a deduction for all foreign income taxes paid by such holder during the year. The foreign tax credits rules are complex
and involve the application of rules that depend on a U.S. Holder’s particular circumstances. Each U.S. Holder should consult its own tax advisor regarding applicable foreign tax credit rules.

Foreign Currency

The amount of any distribution paid to a U.S. Holder in foreign currency, or the amount of proceeds paid in foreign currency on the sale, exchange or other taxable disposition of shares, generally will be equal to the U.S. dollar value of such foreign currency based on the exchange rate applicable on the date of receipt (regardless of whether such foreign currency is converted into U.S. dollars at that time). A U.S. Holder will have a basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting. Each U.S. Holder should consult its own tax advisors concerning issues related to foreign currency.

Dissenting Shareholders

A U.S. Holder that is a Dissenting Shareholder in the Arrangement and is paid cash in exchange for all of such U.S. Holder’s Company Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the U.S. dollar value of the Canadian dollars received by such U.S. Holder in exchange for its Company Shares and (ii) the U.S. Holder’s adjusted tax basis in the Company Shares. Subject to the PFIC rules discussed above, such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if the Dissenting Shareholder held the Company Shares for more than one year. Long-term capital gains recognized by U.S. Holders that are not corporations generally are eligible for reduced rates of U.S. federal income taxation. The deductibility of capital losses is subject to limitations under the U.S. Tax Code. A U.S. Holder’s basis in and disposition of Canadian dollars will be subject to the same rules described above for U.S. Holders receiving Canadian dollars in the Arrangement.

Backup Withholding and Information Reporting

The proceeds of a sale or deemed sale by a U.S. Holder of Company Shares may be subject to information reporting to the IRS and to U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Holder that furnishes a correct taxpayer identification number and makes other required certifications, or that is otherwise exempt from backup withholding and establishes such exempt status.

Backup withholding is not an additional tax. Amounts withheld may be credited against a U.S. Holder’s U.S. federal income tax liability, and a U.S. Holder generally may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing an appropriate claim for refund with the IRS and furnishing any required information.

Specified Foreign Financial Assets Reporting

Certain U.S. Holders that hold “specified foreign financial assets” are generally required to attach to their annual returns a completed IRS Form 8938, Statement of Specified Foreign Financial Assets, with respect to such assets (and can be subject to substantial penalties for failure to file). The definition of specified foreign financial asset includes not only financial accounts maintained in foreign financial institutions, but also, if held for investment and not held in an account maintained by a financial institution, securities of non-U.S. issuers (subject to certain exceptions, including an exception for securities of non-U.S. issuers held in accounts maintained by domestic financial institutions). U.S. Holders are urged to consult their own tax advisors regarding the possible reporting requirements with respect to their investments in Company Shares and the penalties for non-compliance.
DISSENT RIGHTS

Registered Shareholders are entitled to dissent from the Arrangement Resolution in the manner provided in Section 190 of the CBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order.

This section summarizes the provisions of Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. Registered Shareholders who wish to exercise Dissent Rights should obtain legal advice and carefully read the provisions of Section 190 of the CBCA, the Interim Order and the Plan of Arrangement, which are appended hereto at Appendix H, Appendix G and Appendix C, respectively.

A Registered Shareholder may exercise Dissent Rights only in respect of all of the Company Shares that are registered in that Shareholder’s name. In many cases, Company Shares beneficially owned by a Non-Registered Shareholder are registered either in the name of an Intermediary or in the name of a clearing agency (such as CDS or other clearing agency) of which the Intermediary is a participant. Accordingly, a Non-Registered Shareholder will not be entitled to exercise its Dissent Rights directly unless the Company Shares are re-registered in the Non-Registered Shareholder’s name. A Non-Registered Shareholder who wishes to exercise its Dissent Rights should immediately contact the Intermediary with whom the Non-Registered Shareholder deals in respect of its Company Shares and either: (i) instruct the Intermediary to exercise the Dissent Rights on the Non-Registered Shareholder’s behalf (which, if the Company Shares are registered in the name of CDS or other clearing agency, would require that such Company Shares first be reregistered in the name of the Intermediary); or (ii) instruct the Intermediary to reregister such Company Shares in the name of the Non-Registered Shareholder, in which case the Non-Registered Shareholder would be able to exercise its Dissent Rights directly.

Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value of their Dissenting Shares will be entitled, in the event that the Arrangement becomes effective, to be paid by the Purchaser the fair value of the Dissenting Shares held by such Dissenting Shareholder, determined as of the close of business on the day immediately preceding the Meeting. There can be no assurance that the fair value of their Dissenting Shares as determined under Section 190 of the CBCA will be more than or equal to the consideration payable under the Arrangement.

A Registered Shareholder who wishes to dissent must send to Guyana Goldfields at its office located at Suite 802, 375 University Avenue, Toronto, Ontario, Canada, M5G 2J5, a written objection to the Arrangement Resolution (the “Dissent Notice”) not later than 5:00 p.m. (Toronto time) on the Business Day which is two Business Days prior to the date of the Meeting (as it may be adjourned or postponed from time to time). It is important that Shareholders strictly comply with this requirement, which is different from the statutory dissent provisions of the CBCA which would permit a Dissent Notice to be provided at or prior to the Meeting. If such Dissenting Shareholder votes in favour of the Arrangement Resolution in respect of a portion of the Company Shares registered in his, her or its name and held by same on behalf of any one beneficial owner, such vote approving the Arrangement Resolution will be deemed to apply to the entirety of the Company Shares held by such Dissenting Shareholder in the name of that beneficial owner, given that Section 190 of the CBCA provides that there is no right of partial dissent. A vote against the Arrangement Resolution will not constitute a Dissent Notice.

Under the terms of the Plan of Arrangement and Interim Order, Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Dissenting Shares held by them, and in respect of which the Dissent Rights have been validly exercised, to the Purchaser free and clear of any liens as of the Effective Date. If such Dissenting Shareholders are ultimately determined to be entitled to be paid fair value for their Dissenting Shares, they will be entitled to be paid the fair value of such Dissenting Shares by the Purchaser and will not be entitled to any other payment or consideration including any payment that would be payable under the Arrangement had it not exercised its Dissent Rights. If such Dissenting Shareholders are ultimately determined not to be entitled, for any reason, to be paid fair value for their Dissenting Shares, they will be deemed to have participated in the Arrangement on the same basis as other Shareholders and to have transferred their Company Shares to the Purchaser in exchange for the Consideration.

Within ten days after the adoption of the Arrangement Resolution, Guyana Goldfields is required to notify each Dissenting Shareholder that the Arrangement Resolution has been adopted. Such notice is not required to be sent to a Shareholder who voted for the Arrangement Resolution or who has withdrawn a Dissent Notice previously filed.
A Dissenting Shareholder must, within 20 days after the Dissenting Shareholder receives notice that the Arrangement Resolution has been approved or, if the Dissenting Shareholder does not receive such notice, within 20 days after the Dissenting Shareholder learns that the Arrangement Resolution has been adopted, send to Guyana Goldfields a written notice containing the Dissenting Shareholder’s name and address, the number of Dissenting Shares held by the Dissenting Shareholder, and a demand for payment of the fair value of the Dissenting Shares (the “Demand for Payment”). Within 30 days after sending a Demand for Payment, the Dissenting Shareholder must send to Guyana Goldfields at Suite 802, 375 University Avenue, Toronto, Ontario, Canada, M5G 2J5, the certificates representing the Dissenting Shares. Dissenting Shareholders who fail to send the share certificates representing the Dissenting Shares within 30 days to Guyana Goldfields forfeit their right to make a claim under Section 190 of the CBCA. Guyana Goldfields will endorse on share certificates received from Dissenting Shareholders a notice that the holder is a Dissenting Shareholder under Section 190 of the CBCA and will forthwith return the share certificates to the Dissenting Shareholder.

Upon sending a Demand for Payment, a Dissenting Shareholder ceases to have any rights as a Shareholder in respect of its Dissenting Shares, other than the right to be paid the fair value of its Dissenting Shares as determined pursuant to section 190 of the CBCA, except where: (i) the Dissenting Shareholder withdraws its Demand for Payment before Guyana Goldfields makes an Offer to Pay (as defined below) to the Dissenting Shareholder; (ii) Guyana Goldfields fails to make an Offer to Pay and the Dissenting Shareholder withdraws its Demand for Payment; or (iii) the Board revokes the Arrangement Resolution, in which case Guyana Goldfields will reinstate the Dissenting Shareholder’s rights in respect of its Dissenting Shares as of the date the Demand for Payment was sent.

No later than seven days after the later of the Effective Date or the date on which a Demand for Payment of a Dissenting Shareholder is received by Guyana Goldfields, as applicable, each Dissenting Shareholder who has sent a Demand for Payment must be sent a written offer to pay (“Offer to Pay”) for its Dissenting Shares in an amount considered by the Board to be the fair value, accompanied by a statement showing how the fair value was determined. Every Offer to Pay in respect of Dissenting Shares must be on the same terms as every other Offer to Pay in respect of Dissenting Shares.

Payment for the Dissenting Shares held by a Dissenting Shareholder must be made within ten days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if Guyana Goldfields does not receive an acceptance thereof within 30 days after the Offer to Pay has been made. If Guyana Goldfields fails to make an Offer to Pay for the Dissenting Shares held by a Dissenting Shareholder, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, an application to the Court to fix a fair value for the Dissenting Shares held by a Dissenting Shareholder may be made by Guyana Goldfields within 50 days after the Effective Date or by within such further period as the Court may allow.

If no such application is made, a Dissenting Shareholder may apply to the Court for the same purpose within a further period of 20 days or within such further period as the Court may allow. A Dissenting Shareholder is not required to give security for costs in such an application.

Upon an application to the Court, all Dissenting Shareholders whose Dissenting Shares have not been purchased by Guyana Goldfields will be joined as parties and are bound by the decision of the Court, and each affected Dissenting Shareholder shall be notified by Guyana Goldfields of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel. Upon any such application to the Court, the Court may determine whether any other Person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Dissenting Shares of all such Dissenting Shareholders. The final order of the Court will be rendered against Guyana Goldfields in favour of each Dissenting Shareholder joined as a party and for the amount of the Company Shares held by Dissenting Shareholders as fixed by the Court.

The Court may, in its discretion, allow a reasonable rate of interest on the amount payable to each such Dissenting Shareholder from the Effective Date until the date of payment.

A payment to a Dissenting Shareholder will not be made if there are reasonable grounds for believing that Guyana Goldfields is or would after the payment be unable to pay its liabilities as they become due, or that the realizable value of Guyana Goldfields’ assets would thereby be less than the aggregate of its liabilities. In such event, Guyana Goldfields shall notify each Dissenting Shareholders within ten days after the Final Order is obtained that it is lawfully unable to pay Dissenting Shareholders for their Company Shares. The Dissenting Shareholder may, by written notice delivered to Guyana Goldfields within 30 days after receipt of such notice, withdraw its Dissent
Notice, in which case Guyana Goldfields is deemed to consent to the withdrawal and the Dissenting Shareholder is reinstated to their full rights as a Shareholder. If the Dissenting Shareholder does not withdraw its Dissent Notice, it retains its status as a claimant against Guyana Goldfields to be paid as soon as Guyana Goldfields is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of Guyana Goldfields but in priority to its shareholders.

The above is only a summary of the provisions of the CBCA pertaining to Dissent Rights, as modified by the Interim Order and the Plan of Arrangement, which are technical and complex. If you are a Registered Shareholder and wish to exercise your Dissent Rights, you should seek independent legal advice as failure to strictly comply with the provisions of the CBCA may result in the loss of your Dissent Rights.

INFORMATION CONCERNING THE PURCHASER AND ZIJIN

The Purchaser is a corporation existing under the laws of Canada with its registered office in Vancouver, British Columbia. The Purchaser is a corporation that was formed for the purpose of acquiring the Company Shares and consummating the transactions contemplated by the Arrangement Agreement.

Zijin is a corporation existing under the laws of the People’s Republic of China, dual-listed on the Hong Kong and Shanghai stock exchanges, with a market capitalization of approximately $15.6 billion. Zijin is one of the largest mined gold producers, the second largest mined copper producer and the largest mined zinc producer in the People’s Republic of China. Zijin manages an extensive portfolio, primarily consisting of gold, copper, zinc, and other metals through investments in China and overseas across eleven countries. Zijin has a proven acquisition track record, with notable transactions receiving international regulatory approvals, including Canada and the People’s Republic of China. As a leading global mining company, Zijin is committed to supporting and building strong relationships with the local communities in which it operates.

All of the directors of Zijin and most of the officers of Zijin reside outside of Canada. It may not be possible for Shareholders to effect service of process within Canada upon Zijin or any of the directors and senior officers of Zijin. Shareholders are advised that it may not be possible to enforce judgements obtained in Canada against any Person that is incorporated, continued or otherwise organized under the laws of a foreign jurisdiction or resides outside of Canada.

INFORMATION CONCERNING THE COMPANY

The Company was incorporated pursuant to the CBCA on March 2, 2005. The head and registered office of the Company is located at 375 University Avenue, Suite 802, Toronto, Ontario M5G 2J5. The Company is a Canadian-based mineral exploration, development and mining company primarily focused on the operation of its 100% owned Aurora Gold Mine located in Guyana, South America which achieved commercial gold production on January 1, 2016.

The Company is a reporting issuer under applicable securities legislation in each of the provinces of Canada and its outstanding Shares are listed on the TSX under the symbol “GUY”.

Description of Share Capital

The Company is authorized to issue an unlimited number of Company Shares, of which 174,564,184 Company Shares are issued and outstanding as of the Record Date.

The holders of Company Shares are entitled to receive notice of and to attend all meetings of the shareholders of the Company and each Company Share will carry one vote at the virtual Meeting. The holders of Company Shares have the right to receive dividends if, as and when declared on the Company Shares by the Board. In the event of the dissolution of the Company, the holders of the Company Shares are entitled to receive the remaining property of the Company pro rata according to the number of Company Shares held.
APPROVAL OF BOARD

The contents and the sending of this Circular have been approved by the Board.

DATED at Toronto, Ontario, on June 26, 2020.

BY ORDER OF THE BOARD OF DIRECTORS OF GUYANA GOLDFIELDS INC.

[Signature]

René Marion
Chairman
CONSENT OF RBC DOMINION SECURITIES INC.

To: The Board of Directors (the “Board”) of Guyana Goldfields Inc. (the “Company”)

We refer to the management information circular of the Company dated June 26, 2020 (the “Circular”) relating to the annual and special meeting of shareholders of the Company convened to approve the annual general meeting matters and the resolutions relating to the proposed plan of arrangement under the provisions of the Canada Business Corporations Act. We consent to the inclusion of references to our firm name and our fairness opinion in the Circular, and to the inclusion of the full text of our fairness opinion dated June 10, 2020 as Schedule “D” to the Circular (the “Fairness Opinion”).

Our Fairness Opinion was given as at June 10, 2020 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 Board of the Company shall be entitled to rely upon our opinion.

RBC DOMINION SECURITIES INC.

June 26, 2020
Dated: June 26, 2020

By: RBC Dominion Securities Inc.
CONSENT OF STIFEL NICOLAUS CANADA INC.

To: The Board of Directors (the “Board”) of Guyana Goldfields Inc. (the “Company”)

We refer to the management information circular of the Company dated June 26, 2020 (the “Circular”) relating to the annual and special meeting of shareholders of the Company convened to approve the annual general meeting matters and the resolutions relating to the proposed plan of arrangement under the provisions of the Canada Business Corporations Act. We consent to the inclusion of references to our firm name and our fairness opinion in the Circular, and to the inclusion of the full text of our fairness opinion dated June 10, 2020 as Schedule “E” to the Circular (the “Fairness Opinion”)

Our Fairness Opinion was given as at June 10, 2020 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 Board of the Company shall be entitled to rely upon our opinion.

STIFEL NICOLAUS CANADA INC.

June 26, 2020
Dated: June 26, 2020

By: [Signature]

Stifel Nicolaus Canada Inc.
APPENDIX A

ARRANGEMENT RESOLUTION

RESOLUTION OF THE SHAREHOLDERS OF GUYANA GOLDFIELDS INC. (the “Company”)

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the “Arrangement”) under Section 192 of the Canada Business Corporations Act (the “CBCA”) involving the Company, pursuant to the arrangement agreement between the Company and 12049163 Canada Inc. and Zijin Mining Group Co., Ltd., dated June 11, 2020, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “Arrangement Agreement”), as more particularly described and set forth in the management information circular of the Company dated June 26, 2020 (the “Circular”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.

2. The plan of arrangement of the Company, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the “Plan of Arrangement”), the full text of which is set out as Appendix C to the Circular, is hereby authorized, approved and adopted.

3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

4. The Company is authorized and directed to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the “Court”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of the Company (the “Company Shareholders”) or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.

6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.

7. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person’s opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.
RESOLUTION OF THE SHAREHOLDERS OF GUYANA GOLDFIELDS INC. (the “Company”)

RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Subject to paragraph 2 of this resolution, the stated capital account maintained in respect of the common shares of the Company be and the same is hereby reduced pursuant to Section 38(1)(c) of the Canada Business Corporations Act to $1.00 or such other amount determined by the board of directors of the Company such that the aggregate of the Company’s stated capital of all classes and liabilities will be less than the realizable value of the assets of the Company.

2. The directors of the Company are hereby authorized and empowered to (a) give effect to the reduction in stated capital provided for herein at such time, if any, as they may determine at any time, and (b) not proceed with the reduction in stated capital provided for herein if the Arrangement Agreement dated June 11, 2020 between the Company, 12049163 Canada Inc. and Zijin Mining Group Co., Ltd. is terminated in accordance with the provisions therein.

3. Any one director or officer of the Company is hereby authorized, empowered and instructed, acting for, in name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.
APPENDIX C
PLAN OF ARRANGEMENT UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

(see attached)
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 192

OF THE CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1

INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“Arrangement” means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“Arrangement Agreement” means the arrangement agreement made as of June 11, 2020 between the Purchaser, the Guarantor and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

“Arrangement Resolution” means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders entitled to vote thereon pursuant to the Interim Order.

“Articles of Arrangement” means the articles of arrangement of the Company in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably.

“Business Day” means any day of the year, other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, British Columbia or a national holiday in the People’s Republic of China or Hong Kong.

“CBCA” means the Canada Business Corporations Act.

“Certificate of Arrangement” means the certificate of arrangement issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

“Common Shares” means, at any time, the outstanding common shares in the capital of the Company.

“Company” means Guyana Goldfields Inc., a corporation existing under the laws of Canada.
“Company DSU Plans” means, collectively, (i) the Company’s cash or share settled deferred share unit plan approved by the Board on February 23, 2017 and by the Company Shareholders on May 2, 2017, in respect of Company DSUs issued prior to January 1, 2020, and (ii) the Company’s cash settled 2020 deferred share unit plan approved by the Board on February 28, 2020, in respect of Company DSUs issued on or after January 1, 2020.

“Company DSUs” means, at any time, the outstanding deferred share units issued pursuant to the Company DSU Plans.

“Company Meeting” means the annual and special meeting of Company Shareholders, including any adjournment or postponement of such annual and special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

“Company Options” means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plan.

“Company RSU Plans” means, collectively, (i) the Company’s cash settled restricted share unit plan approved by the Board on February 23, 2017, in respect of Company RSUs issued prior to January 1, 2020, and (ii) the Company’s cash settled 2020 restricted share unit and performance share unit plan approved by the Board on February 28, 2020, in respect of Company RSUs issued on or after January 1, 2020.

“Company RSUs” means, collectively, at any time, the outstanding restricted share units and performance share units issued pursuant to the Company RSU Plans.

“Company Shareholders” means the registered or beneficial holders of Common Shares, as the context requires.

“Company Stock Option Plan” means the stock option plan last approved by Company Shareholders on May 1, 2018.

“Consideration” means $1.85 in cash.

“Court” means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

“Depositary” means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

“Director” means the Director appointed pursuant to Section 260 of the CBCA.

“Dissent Rights” has the meaning specified in Section 3.1(a).

“Dissenting Share” has the meaning specified in Section 2.3(d)(i).

“Dissenting Shareholder” means a registered Company Shareholder who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have
withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“Effective Time” means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as the Company and the Purchaser may agree in writing.

“Final Order” means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

“Guarantor” means Zijin Mining Group Co., Ltd., a corporation existing under the laws of the People’s Republic of China.

“Interim Order” means the interim order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

“Law” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“Letter of Transmittal” means the letter of transmittal sent to Company Shareholders for use in connection with the Arrangement.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

“Person” includes any individual, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, body corporate, trust,
organization, estate, trustee, executor, administrator, legal representative, government (including a Governmental Entity), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means this plan of arrangement and any amendments or variations made in accordance with the Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“Purchaser” means 12049163 Canada Inc., a corporation existing under the laws of Canada.

“Tax Act” means the Income Tax Act (Canada) and all regulations made thereunder and all amendments thereto.

1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

(a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(b) **Currency.** All references to dollars or to $ are references to Canadian dollars, unless specified otherwise.

(c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(d) **Certain Phrases, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of,” and (iii) unless stated otherwise, “Article”, “Section”, and “Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.

(e) **Statutes.** Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(f) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(g) **Time References.** References to time herein or in any Letter of Transmittal are to local time, Toronto, Ontario.
ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, shall become effective, and be binding on the Purchaser, the Company, all holders and beneficial owners of Common Shares, Company Options, Company RSUs and Company DSUs, including Dissenting Shareholders, the registrar and transfer agent of the Company, the Depositary and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence in each case, except where stated otherwise, without any further authorization, act or formality of or by the Company, the Purchaser or any other Person:

(a) at the Effective Time:
   (i) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be and shall be deemed to be assigned and transferred to the Company by the holder thereof in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option less applicable withholdings, and such Company Option and the Company Stock Option Plan shall immediately be cancelled;
   (ii) with respect to each Company Option assigned and transferred to the Company pursuant to Section 2.3(a)(i), the holder of such Company Option will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive the consideration (if any) such holder is entitled to receive pursuant to Section 2.3(a)(i)) and the name of the holder thereof will be removed from the applicable securities register of the Company; and
   (iii) the Company Stock Option Plan and all agreements relating to Company Options will be terminated and of no further force and effect;

(b) concurrent with the steps in Section 2.3(a):
   (i) each Company DSU outstanding immediately prior to the Effective Time (whether vested or unvested) shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings;
(ii) with respect to each Company DSU cancelled pursuant to Section 2.3(b)(i), the holder of such Company DSU will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive the consideration such holder is entitled to receive pursuant to Section 2.3(b)(i)) and the name of the holder thereof will be removed from the applicable securities register of the Company; and

(iii) the Company DSU Plans and all agreements relating to Company DSUs will be terminated and of no further force and effect;

(c) concurrent with the steps in Sections 2.3(a) and 2.3(b):

(i) each Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested) shall be and shall be deemed to be cancelled in exchange for a cash payment from the Company equal to the Consideration less applicable withholdings;

(ii) with respect to each Company RSU cancelled pursuant to Section 2.3(c)(i), the holder of such Company RSU will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive the consideration such holder is entitled to receive pursuant to Section 2.3(c)(i)) and the name of the holder thereof will be removed from the applicable securities register of the Company; and

(iii) the Company RSU Plans and all agreements relating to Company RSUs will be terminated and of no further force and effect;

(d) immediately after the steps in Section 2.3(a), 2.3(b) and 2.3(c):

(i) each Common Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of his, her or its Common Shares in accordance with Article 3 (“Dissenting Share”) shall be and shall be deemed to have been transferred to the Purchaser (free and clear of all Liens) in consideration for a debt claim against the Purchaser in an amount equal to the fair value of such Dissenting Share determined and payable in accordance with Article 3; and

(ii) with respect to each Dissenting Share transferred to the Purchaser pursuant to Section 2.3(d)(i), (A) the holder of such Dissenting Share will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive fair value of such Dissenting Share in accordance with Article 3) and the name of the holder thereof will be removed from the applicable securities register of the Company and (B) the Purchaser shall be and shall be deemed to be the transferee of such Dissenting Share (free and clear of all Liens) and will be entered in the applicable securities register of the Company as the sole holder thereof;

(e) concurrent with the steps in Section 2.3(d):

(i) each Common Share outstanding immediately prior to the Effective Time shall be and shall be deemed to be transferred to the Purchaser (free and
clear of all Liens) in exchange for the Consideration less applicable withholdings; and

(ii) with respect to each Common Share transferred to the Purchaser pursuant to Section 2.3(e)(i), (A) the holder of such Common Share will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive the consideration such holder is entitled to receive pursuant to Section 2.3(e)(i)) and the name of the holder thereof shall be removed from the applicable securities register of the Company and (B) the Purchaser shall be and shall be deemed to be the transferee of such Common Share (free and clear of all Liens) and will be entered in the applicable securities register of the Company as the sole holder thereof.

2.4 Rounding of Consideration

If the aggregate cash amount a Company Shareholder is entitled to receive pursuant to Section 2.3(e) would otherwise include a fraction of $0.01, then the aggregate cash amount such Company Shareholder shall be entitled to receive shall be rounded down to the nearest whole $0.01.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

(a) Registered holders of Common Shares may exercise rights of dissent ("Dissent Rights") in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Company not later than 5:00 p.m. on the Business Day which is two Business Days prior to the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights and who:

(i) are ultimately determined to be entitled to be paid fair value by the Purchaser for the Common Shares in respect of which they have exercised Dissent Rights shall be and shall be deemed to have irrevocably transferred such Common Shares to the Purchaser pursuant to Section 2.3(d) in consideration of the fair value of such Common Shares determined as of the close of business on the day before the Arrangement Resolution was adopted; or

(ii) are not ultimately determined, for any reason, to be paid fair value by the Purchaser for the Common Shares in respect of which they have exercised Dissent Rights shall be and shall be deemed to have participated in the Arrangement on the same basis as a Company Shareholder who has not exercised Dissent Rights and shall be entitled to receive only the consideration that such Company Shareholder would
have been entitled to receive pursuant to Section 2.3(e) if such Company Shareholder had not exercised Dissent Rights,

(b) and in no case will the Company, the Purchaser or any other Person be required to recognize such Dissenting Shareholders as holders of Common Shares after the completion of the steps set forth in Section 2.3(d), and each Dissenting Shareholder will cease to be entitled to the rights of a shareholder in respect of the Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Common Shares as and from the Effective Time.

(c) For greater certainty, only registered holders of Company Shares shall be entitled to exercise Dissent Rights and, in addition to any other restrictions under Section 190 of the CBCA, neither (i) holders of Company Options, Company DSUs or Company RSUs or (ii) Company Shareholders who vote or have instructed a proxyholder to vote such holder’s Common Shares in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Deposit Rules and Procedures

(a) At or before the Effective Time, the Purchaser shall deposit or cause to deposited with the Depositary for the benefit of the Shareholders, the aggregate amount of Consideration that such Shareholders are entitled to receive under Section 2.3(e); and

(b) As soon as practicable following the later of the Effective Time and the surrender by a Company Shareholder to the Depositary of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred to the Purchaser pursuant to Section 2.3(e), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the former holder of such Common Shares will be entitled to receive in exchange therefor a cheque for the aggregate Consideration such holder is entitled to receive pursuant to Section 2.3(e) less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(c) Subject to Section 4.4, until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented Common Shares that were transferred under Section 2.3 shall be deemed after the Effective Time to represent only the right to receive (i) a cheque for the aggregate Consideration the former holder of such Common Shares is entitled to receive pursuant to Section 2.3(e) and (ii) if applicable, less any amounts withheld pursuant to Section 4.3.

(d) As soon as practicable following the Effective Time, the Company shall pay to each former holder of Company Options, Company DSUs and Company RSUs the aggregate amount of cash, if any, less, in each case, any amounts withheld
pursuant to Section 4.3, such holder is entitled to receive pursuant to Sections 2.3(a), 2.3(b) and 2.3(c), as applicable, either (i) pursuant to the normal payroll practices and procedures of the Company or (ii) in the event that payment pursuant to the normal payroll practices and procedures of the Company is not practicable for such former holder, by cheque (delivered to such former holder at the address of such former holder as reflected on the applicable register maintained by or on behalf of the Company). For the avoidance of doubt, neither a certificate nor a letter of transmittal need be surrendered by a former holder of Company Options, Company DSUs or Company RSUs in order for such former holder to receive the cash payment such former holder is entitled to receive pursuant to Sections 2.3(a), 2.3(b) and 2.3(c).

(e) No holder of Common Shares, Company Options, Company DSUs or Company RSUs shall be entitled to receive any consideration with respect to such Common Shares, Company Options, Company DSUs or Company RSUs other than consideration such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred to the Purchaser pursuant to Section 2.3(e) has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary shall, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of Common Shares the Consideration such Company Shareholder is entitled to receive in respect of such Common Shares pursuant to Section 2.3(e), any amounts withheld pursuant to Section 4.3. When authorizing such payment in relation to any such lost, stolen or destroyed certificate, the former holder of such Common Shares shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser, the Company and the Depositary in a manner satisfactory to Purchaser, the Company and the Depositary (acting reasonably) against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

The Purchaser, the Company or the Depositary shall deduct and withhold from any consideration otherwise payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable to Dissenting Shareholders pursuant to Section 3.1) such taxes or other amounts as the Purchaser, the Company or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.
4.4 Extinction of Rights

Any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were acquired by the Purchaser pursuant to Section 2.3(e) and which is not deposited with the Depositary in accordance with the provisions of Section 4.1 on or before the sixth anniversary of the Effective Date shall, on the sixth anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the Company, the Purchaser, the Depositary or any other Person. On such date, the Consideration such former holder of Common Shares would otherwise have been entitled to receive shall be and shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the Company, the Purchaser or the Depositary will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by the Company and the Purchaser (each acting reasonably), (iii) filed with the Court and, if made following the Company Meeting, approved by the Court and (iv) communicated to or approved by the Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if such amendment, modification or supplement is consented to (i) in writing by each of the Company and the Purchaser (each acting reasonably), and (ii) if required by the Court, by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former holder of Common Shares, Company Options, Company DSUs or Company RSUs.
ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Company and the Purchaser shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.
APPENDIX D
FAIRNESS OPINION - RBC DOMINION SECURITIES INC.

(see attached)
June 10, 2020

The Board of Directors

Guyana Goldfields Inc.
375 University Ave, Suite 802
M5G 2J5 Toronto, Ontario, Canada

To the Board:

RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, understands that Guyana Goldfields Inc. ("Guyana" or the "Company") and Zijin Mining Group Co., Ltd ("Zijin" which term includes its affiliates where the context requires) and 12049163 Canada Inc., a wholly-owned subsidiary of Zijin (the "Purchaser"), propose to enter into an agreement to be dated June 11, 2020 (the "Arrangement Agreement"), to effect a plan of arrangement (the "Arrangement") under the Canada Business Corporations Act ("CBCA"). Pursuant to the Arrangement Agreement, among other things, the Purchaser will acquire all the issued and outstanding common shares of the Company (each a "Guyana Share") not already owned by Zijin in exchange for $1.85 in cash per Guyana Share. Prior to entering into the Arrangement Agreement, Guyana will terminate its arrangement agreement with Silvercorp Metals Inc. ("Silvercorp") dated April 26, 2020 (the "Silvercorp Arrangement Agreement"), as amended by an amending agreement dated May 16, 2020 (the "Amending Agreement"). Zijin's proposal represents an approximate 35% premium to the implied value of Silvercorp's amended offer based on the June 3, 2020 closing price of Silvercorp's common shares on the Toronto Stock Exchange, the date that Guyana announced that Zijin's proposal constituted a Superior Proposal (as defined in the Silvercorp Arrangement Agreement). The terms of the Arrangement will be more fully described in a management information circular (the "Circular"), which will be mailed to the holders of Guyana Shares ("Guyana Shareholders") in connection with the Arrangement.

RBC also understands that each of the directors and officers of the Company who are Guyana Shareholders, have agreed to enter into a support and voting agreement with the Purchaser, pursuant to which they will vote all of the Guyana Shares they control in favour of the Arrangement.

RBC also understands that as of the date hereof Zijin owns approximately 7.2% of the Guyana Shares outstanding. Concurrent with the execution of the Arrangement Agreement, Guyana and Gold Mountains (H.K.) International Mining Company Limited (the "Zijin Lender"), a wholly-owned subsidiary of Zijin, will enter into a loan agreement on June 11, 2020 (the "Loan Agreement"), pursuant to which Zijin Lender will agree to provide an interim loan facility to Guyana of up to US$30 million.

The board of directors (the "Board") of the Company has retained RBC to provide advice and assistance to the Board in evaluating the Arrangement, including the preparation and delivery to the Board of RBC’s opinion (the "Fairness Opinion") as to the fairness of the consideration under the Arrangement from a financial point of view to the Guyana Shareholders other than Zijin. RBC has not prepared a valuation of the Company, Zijin or any of their respective securities or assets and the Fairness Opinion should not be construed as such.
Engagement

The Board initially contacted RBC regarding a potential advisory assignment in November 2019, and RBC was formally engaged by the Board through an agreement between the Company and RBC (the “Advisory Engagement Agreement”) dated November 22, 2019. The terms of the Advisory Engagement Agreement provide that RBC is to be paid a fee for its services as financial advisor, including fees that are contingent on completion of the Arrangement or certain other events. In addition, RBC is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by the Company in certain circumstances. Additionally, RBC was separately engaged by the Board through a separate agreement dated April 12, 2020 (the “Fairness Engagement Agreement”), to provide the Fairness Opinion. For the purposes of this letter, the Advisory Engagement Agreement and Fairness Engagement Agreement will be jointly referred to as the “Engagement Agreements”. RBC consents to the inclusion of the Fairness Opinion in its entirety and a summary thereof in the Circular and to the filing thereof, as necessary, by the Company with the securities commissions or similar regulatory authorities in each province of Canada. Pursuant to the Engagement Agreements, on April 26, 2020 and on May 16, 2020, respectively, RBC delivered to the Board, RBC’s opinion that the consideration under the offers agreed in the Silvercorp Arrangement Agreement and in the Silvercorp Arrangement as amended by the Amending Agreement, respectively were fair from a financial point of view to Guyana Shareholders other than Silvercorp.

Relationship with Interested Parties

Neither RBC, nor any of its affiliates is an insider, associate or affiliate (as those terms are defined in the Securities Act (Ontario)) of the Company, Zijin or any of their respective associates or affiliates. RBC has not been engaged to provide any financial advisory services nor has it participated in any financing involving the Company, Zijin or any of their respective associates or affiliates, within the past two years, other than the services provided under the Engagement Agreements. There are no understandings, agreements or commitments between RBC and the Company, Zijin or any of their respective associates or affiliates with respect to any future business dealings. RBC may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for the Company, Zijin or any of their respective associates or affiliates.

RBC acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of the Company, Zijin or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it received or may receive compensation. As an investment dealer, RBC conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company, Zijin, or the Arrangement.

Credentials of RBC Capital Markets

RBC is one of Canada’s largest investment banking firms, with operations in all facets of corporate and government finance, corporate banking, mergers and acquisitions, equity and fixed income sales and trading and investment research. RBC Capital Markets also has significant operations in the United States and internationally. The Fairness Opinion expressed herein represents the opinion of RBC and the form and content herein have been approved for release by a committee of its directors, each of whom is experienced in merger, acquisition, divestiture and fairness opinion matters.
Scope of Review

In connection with our Fairness Opinion, we have reviewed and relied upon or carried out, among other things, the following:

1. the most recent drafts dated June 2, 2020 of the Arrangement Agreement, the Company's disclosure letter and the Loan Agreement;
2. the Silvercorp Arrangement Agreement and the Amending Agreement;
3. audited financial statements of the Company for each of the five years ended December 31, 2015, 2016, 2017, 2018 and 2019;
4. the annual report of the Company for the year ended December 31, 2017;
5. the unaudited interim reports of the Company for each of the quarters ended March 31, 2020;
6. the Notices of Annual and Special Meeting of Shareholders and Management Information Circulars of the Company for each of the two years ended December 31, 2017 and 2018;
7. the annual information forms of the Company for each of the two years ended December 31, 2018 and 2019;
8. historical operational and financial results of the Company's Aurora Mine for each of the two years ended December 31, 2018 and 2019;
9. unaudited operational and financial forecasts of the Company for the Aurora open pit and underground mines for the years ending December 31, 2020 through December 31, 2034;
12. 2020 Life of Mine (“LOM”) Plan review by Roscoe Postle Associates Inc. dated March 10, 2020
13. discussions with senior management of the Company;
14. discussions with the Company’s legal counsel;
15. public information relating to the business, operations, financial performance and stock trading history of the Company and other selected public companies considered by us to be relevant;
16. public information with respect to other transactions of a comparable nature considered by us to be relevant;
17. public information regarding the gold mining industry;
18. representations contained in certificates addressed to us, dated as of the date hereof, from senior officers of the Company as to the completeness and accuracy of the information upon which the Fairness Opinion is based; and
19. such other corporate, industry and financial market information, investigations and analyses as RBC considered necessary or appropriate in the circumstances.

RBC has not, to the best of its knowledge, been denied access by the Company to any information requested by RBC.
Assumptions and Limitations

With the Board’s approval and as provided for in the Engagement Agreements, RBC has relied upon the completeness, accuracy and fair presentation of all of the financial (including, without limitation, the financial statements of the Company) and other information, data, advice, opinions or representations obtained by it from public sources, senior management of the Company, and their consultants and advisors (collectively, the “Information”). The Fairness Opinion is conditional upon such completeness, accuracy and fair presentation of such Information. Subject to the exercise of professional judgment and except as expressly described herein, we have not attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

Senior officers of the Company have represented to RBC in a certificate delivered as of the date hereof, among other things, that (i) the Information (as defined above) provided orally by, or in the presence of, an officer or employee of the Company or in writing by the Company or any of its subsidiaries or their respective agents to RBC for the purpose of preparing the Fairness Opinion was, at the date the Information was provided to RBC, and is complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of the Company, its subsidiaries or the Arrangement and did not and does not omit to state a material fact in respect of the Company, its subsidiaries or the Arrangement necessary to make the Information or any statement contained therein not misleading in light of the circumstances under which the Information was provided or any statement was made; and that (ii) since the dates on which the Information was provided to RBC, except as disclosed in writing to RBC, 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 subsidiaries 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 Fairness Opinion.

In preparing the Fairness Opinion, RBC has made several assumptions, including that all of the conditions required to implement the Arrangement will be met.

The Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of the Company, and its respective subsidiaries and affiliates, as they were reflected in the Information and as they have been represented to RBC in discussions with management of the Company. In its analyses and in preparing the Fairness Opinion, RBC made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of RBC or any party involved in the Arrangement.

The Fairness Opinion has been provided for the use of the Board and may not be used by any other person or relied upon by any other person other than the Board without the express prior written consent of RBC. The Fairness Opinion is given as of the date hereof and RBC disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to RBC’s attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, RBC reserves the right to change, modify or withdraw the Fairness Opinion.

RBC believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.
The Fairness Opinion is not to be construed as a recommendation to any Guyana Shareholder as to whether to vote in favour of the Arrangement.

**Fairness Analysis**

**Approach to Fairness**

In considering the fairness of the consideration under the Arrangement from a financial point of view to the Guyana Shareholders other than Zijin, RBC principally considered and relied upon: (i) a comparison of the consideration under the Arrangement to the results of a net asset value analysis of the Company; and (ii) a comparison of the multiples implied by the consideration under the Arrangement to an analysis of selected precedent transactions. RBC also reviewed trading multiples of publicly traded gold companies similar to the Company, but given that public trading values generally reflect minority discount values rather than “en bloc” values, RBC did not rely on this methodology.

**Fairness Conclusion**

Based upon and subject to the foregoing, RBC is of the opinion that, as of the date hereof, the consideration under the Arrangement is fair from a financial point of view to the Guyana Shareholders other than Zijin.

Yours very truly,

RBC Dominion Securities Inc.

RBC DOMINION SECURITIES INC.
APPENDIX E
FAIRNESS OPINION - STIFEL NICOLAUS CANADA INC.

(see attached)
June 10, 2020

The Board of Directors
Guyana Goldfields Inc.
375 University Avenue, Suite 802
Toronto, ON
M5G 2JG

Dear Sirs:

Stifel Nicolaus Canada Inc. ("Stifel GMP") understands that Guyana Goldfields Inc. ("Guyana" or the "Company") proposes to enter into an arrangement agreement to be dated June 11, 2020 (the "Arrangement Agreement") with Zijin Mining Group Co., Ltd. ("Zijin", which term includes its affiliates where the context requires) and 12049163 Canada Inc., a wholly-owned subsidiary of Zijin (the "Purchaser"), pursuant to which, among other things, the Purchaser will acquire all of the issued and outstanding common shares of Guyana (the "Guyana Shares") not currently owned by Zijin in exchange for cash consideration by way of a court approved plan of arrangement (the "Plan of Arrangement") under the Canada Business Corporations Act, which transaction shall be referred to herein as the "Arrangement".

The Arrangement

Pursuant to the Arrangement, the holders of Guyana Shares (other than Zijin) will receive total cash consideration of C$1.85 per Guyana Share (the "Consideration"), valuing Guyana at approximately C$323 million.

All other outstanding securities of Guyana will be dealt with in accordance with the terms of the Plan of Arrangement.

Concurrent with entering into the Arrangement Agreement, Gold Mountains (H.K.) International Mining Company Limited, a wholly-owned subsidiary of Zijin ("Zijin Lender"), and Guyana propose to enter into a loan agreement (the "Loan Agreement") pursuant to which Zijin Lender will agree to provide an interim loan facility to Guyana of up to US$30 million to fund ongoing operations of the Aurora gold mine and to fund other liquidity needs of the Company. Pursuant to the Loan Agreement, the Company must also maintain a minimum cash balance of US$10 million.

The Arrangement is subject to certain conditions, including, without limitation: (a) approval of at least 66 2/3% of the votes cast by the shareholders of Guyana present in person or by proxy at an annual and special meeting (the "Guyana Meeting") of holders of Guyana Shares ("Guyana Shareholders"), (b) approval of the court, and (c) receipt of required regulatory approvals.

Stifel GMP’s Engagement

The Board of Directors of Guyana (the "Board") formally retained Stifel GMP to act as its financial advisor pursuant to an engagement letter (the "Engagement Letter") dated as of April 15, 2020 to, among other things, deliver, at the request of the Board, an opinion (the "Opinion") as to whether the Arrangement is fair, from a financial point of view, to Guyana Shareholders other than Zijin. Pursuant to the Engagement Letter, on June 10, 2020, Stifel GMP delivered to the Board its opinion that the Consideration offered to Guyana Shareholders under the Arrangement was fair from a financial point of view to Guyana Shareholders other than Zijin.
The Engagement Letter provides that Stifel GMP will be paid by Guyana, for the services provided thereunder, a fee which is not contingent on the successful outcome of the Arrangement, as well as reimbursement of all reasonable legal and out-of-pocket expenses. In addition, Stifel GMP and its affiliates and their respective directors, officers, employees, agents and controlling persons are to be indemnified by Guyana under certain circumstances from and against certain liabilities arising out of the performance of professional services rendered to Guyana. In the future, Stifel GMP may in the ordinary course of business, seek to perform financial advisory services or corporate finance services for Guyana, Zijin and their associates from time to time. Stifel GMP has not been engaged to prepare, and has not prepared, a formal valuation or appraisal of Guyana or Zijin, or any of their respective assets, securities or liabilities (whether on a standalone basis or as a combined entity), and the Opinion should not be construed as such. Stifel GMP was similarly not engaged to review any legal, tax or accounting aspects of the Arrangement and, accordingly, expresses no views thereon. Stifel GMP has assumed, with Guyana’s agreement, that the Arrangement is not subject to the requirements of Multilateral Instrument 61-101 - Protection of Minority Security Holders in Special Transactions (“MI 61-101”) and Stifel GMP’s engagement does not include and should not be considered to involve, a formal valuation under MI 61-101.

Credentials of Stifel GMP

Stifel GMP is a leading independent Canadian investment dealer focused on investment banking and institutional equities for corporate clients and institutional investors. As part of our investment banking activities, we are regularly engaged in the valuation of securities in connection with mergers and acquisitions, public offerings and private placements of listed and unlisted securities and regularly engage in market making, underwriting and secondary trading of securities in connection with a variety of transactions. Stifel GMP is not in the business of providing auditing services and is not controlled by a financial institution. Stifel GMP and Stifel FirstEnergy are brand names of Stifel Nicolaus Canada Inc.

The Opinion expressed herein represents the opinion of Stifel GMP and the form and content hereof have been approved for release by a group of professionals of Stifel GMP, each of whom is experienced in merger, acquisition, divestiture, restructurings, valuation and fairness opinion matters.

Independence of Stifel GMP

None of Stifel GMP, its affiliates or associates is an insider, associate or affiliate (as such terms are defined in the Securities Act (Ontario)) of Guyana or Zijin or any of their respective associates or affiliates. During the 24 months preceding the date of this letter agreement, none of Stifel GMP or any of its affiliates: a) has been engaged by either of the above to provide any financial advisory services or to act as lead or co-lead manager on any offering of securities; b) has or has had a material financial interest in any transaction involving such parties; or c) has had a material involvement in an evaluation, appraisal or review of the financial condition of such parties. None of Stifel GMP or any of its affiliates has a material financial interest in future business under an agreement, commitment or understanding involving such parties.

In the ordinary course of its business, Stifel GMP, together with its affiliates, acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have, today, or in the future, positions in the securities of Guyana and Zijin and, from time to time, may have executed or may execute transactions on behalf of Guyana and Zijin or other clients for which it received or may receive compensation. In addition, as an investment dealer, Stifel GMP conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including research with respect to Guyana or Zijin and/or their respective affiliates or associates.

Scope of Review

Stifel GMP has acted as financial advisor to the Board in respect of the Arrangement and certain related matters. In this context, and for the purpose of preparing the Opinion, we have analyzed financial, operational and other information relating to Guyana, including information derived from meetings and discussions with the
management and Board of Guyana. Except as expressly described herein, Stifel GMP has not conducted any
independent investigations to verify the accuracy and completeness thereof.

In connection with rendering the Opinion, and among other things, we have:

(a) reviewed the most recent draft of the Arrangement Agreement and Guyana’s disclosure letter
    referred to therein;

(b) reviewed the most recent draft of the Loan Agreement;

(c) reviewed the most recent draft of the form of support and voting agreement to be executed by
    the Purchaser and directors and officers of Guyana and to be dated June 11, 2020;

(d) reviewed and analyzed certain publicly available information relating to the business,
    operations, financing conditions and trading history of Guyana including but not limited to their
    financial statements, technical reports, continuous disclosure documents and other information
    that Stifel GMP considered relevant;

(e) reviewed public information relating to other selected public mining companies that Stifel GMP
    considered relevant;

(f) performed a comparison of the multiples implied under the terms of the Arrangement with those
    implied from recent precedent acquisitions involving companies that Stifel GMP deemed
    relevant and reviewed the consideration paid for such companies;

(g) performed a comparison of the multiples implied under the terms of the Arrangement to an
    analysis of the trading levels of similar companies we deemed relevant under the
    circumstances;

(h) performed a comparison of the Consideration to be paid to the shareholders of Guyana to the
    recent trading levels of Guyana;

(i) reviewed certain internal financial models, analyses, forecasts and projections prepared by the
    management of Guyana relating to its business;

(j) reviewed certain technical information and analyses prepared by the management of Guyana
    relating to the respective assets of Guyana;

(k) had discussions with members of the Board and management of Guyana with regard to, among
    other things, the business, past and current operations, current financial condition and future
    potential of Guyana and reviewed certain analyses prepared by the management of Guyana
    relating to the respective assets of Guyana;

(l) consulted with legal advisors to Guyana;

(m) reviewed officers’ certificates addressed to Stifel GMP and executed and delivered by each of
    the President and Chief Executive Officer and the Chief Financial Officer of Guyana dated the
    date hereof setting out representations as to certain factual matters and the completeness and
    accuracy of the Information (as defined herein) upon which the Opinion is based and conducted
    due diligence sessions with the management of Guyana and received detailed information
    concerning its business and affairs;
reviewed historical metal commodity prices and considered the impact of various commodity pricing assumptions on the respective business, prospects and financial forecasts of Guyana; and

considered such other corporate, industry and financial market information, investigations and analyses as Stifel GMP considered necessary or appropriate in the circumstances.

In its assessment, Stifel GMP looked at several methodologies, analyses and techniques and used a combination of those approaches in order to produce its Opinion. Stifel GMP based the Opinion upon a number of quantitative and qualitative factors as deemed appropriate based on Stifel GMP’s professional experience.

Stifel GMP has not, to the best of its knowledge, been denied access by Guyana to any information requested by Stifel GMP. Stifel GMP did not meet with the auditors of Guyana and as stipulated below, has assumed, without independent investigation, the accuracy and fair presentation of the audited comparative consolidated financial statements of Guyana and the reports of the auditors thereon.

Assumptions and Limitations

With Guyana’s approval and as provided for in the Engagement Letter, Stifel GMP has relied upon and has assumed, without independent investigation, the completeness, accuracy and fair representation of all financial and other information, data, advice, opinions and representations obtained by Stifel GMP from public sources, including information relating to Guyana, or provided to Stifel GMP by Guyana and its affiliates or advisors or otherwise pursuant to our engagement (collectively, the “Information”) and the Opinion is conditional upon such completeness, accuracy and fairness. Subject to the exercise of professional judgment and except as expressly described herein, Stifel GMP has not attempted to verify independently the accuracy or completeness of any such Information. Senior officers of Guyana have represented to Stifel GMP, in separate certificates delivered as at the date hereof, among other things, that the Information provided: in respect of itself, is true and correct in all material respects at the date the Information was provided to Stifel GMP and did not, and does not, contain a misrepresentation and that, since the date the Information was provided to Stifel GMP, there has been no material change, no change in a material fact or no new material fact, financial or otherwise, in Guyana’s financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects and there has been no new material fact which is of a nature as to render any portion of the Information or any part thereof untrue or misleading in any material respect or which could reasonably be expected to have a material effect on the Opinion.

Stifel GMP was not engaged to review any legal, regulatory, tax or accounting aspects of the Arrangement and, accordingly, expresses no view thereon. The Arrangement is subject to a number of conditions outside the control of Guyana and Zijin, and Stifel GMP has assumed all conditions precedent to the completion of the Arrangement can be satisfied in due course and all consents, agreements, permissions, exemptions or orders of relevant regulatory and governmental authorities will be obtained, without adverse conditions or qualification, and that the Arrangement can be completed as currently planned without additional material costs or liabilities to Guyana. Stifel GMP has also assumed that the Arrangement will be completed in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is any way material to our analyses, that the Arrangement will be completed in compliance with applicable laws and that the disclosure relating to Guyana, Zijin and the Arrangement in any disclosure documents will be accurate and will comply with the requirements of applicable laws.

The Opinion is rendered as of June 10, 2020 on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof, and the condition and prospects, financial and otherwise, of Guyana as they were reflected in the Information and as they were represented to Stifel GMP in discussions with the management of Guyana. In rendering the Opinion, Stifel GMP has assumed that there are no undisclosed material facts relating to Guyana, or its business, operations, capital or future prospects. Any changes therein may affect the Opinion and, although Stifel GMP reserves the right to change or withdraw the Opinion in such event, we disclaim any obligation to advise any person of any change that may come to our
attention or to update the Opinion after today. Any reference to the Opinion or the engagement of Stifel GMP by Guyana is expressly prohibited without the express written consent of Stifel GMP.

Stifel GMP believes that the analyses and factors considered in arriving at the Opinion must be considered as a whole and is not amenable to partial analyses or summary description and that selecting portions of the analyses and the factors considered, without considering all factors and analyses together, could create a misleading view of the process employed and the conclusions reached. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. In arriving at the Opinion, Stifel GMP has not attributed any particular weight to any specific analyses or factor but rather based the Opinion on a number of qualitative and quantitative factors deemed appropriate by Stifel GMP based on Stifel GMP’s experience in rendering such opinions.

In our analyses and in connection with the preparation of the Opinion, Stifel GMP made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Arrangement. While, in the professional opinion of Stifel GMP, the assumptions used in preparing the Opinion are reasonable in the current circumstances, some or all of these assumptions may prove to be incorrect.

**Conclusion and Fairness Opinion**

Based upon our analysis and subject to all of the foregoing and such other matters as we have considered relevant, Stifel GMP is of the opinion that the Consideration under the Arrangement is fair, from a financial point of view, to the Guyana Shareholders other than Zijin.

The Opinion has been provided solely for the use of the Board for the purposes of considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without the prior written consent of Stifel GMP.

The Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without Stifel GMP's prior written consent.

Yours very truly,

Stifel Nicolaus Canada Inc.
APPENDIX F
NOTICE OF APPLICATION FOR ORDER

(see attached)
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE RULES OF CIVIL PROCEDURE

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GUYANA GOLDFIELDS INC., ZIJIN MINING GROUP CO., LTD. AND 12049163 CANADA INC.

GUYANA GOLDFIELDS INC.

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on July 30, 2020 at 10:00 a.m., or as soon after that time as the application may be heard, by judicial videoconference via Zoom at Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.
IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date       June 22, 2020

Issued by  

C. Irwin
Registrar

Address of court office: Superior Court of Justice 330 University Avenue, 9th Floor
Toronto ON
M5G 1R7
TO: ALL HOLDERS OF COMMON SHARES OF GUYANA GOLDFIELDS INC.

AND TO: ALL HOLDERS OF OPTIONS TO PURCHASE COMMON SHARES OF GUYANA GOLDFIELDS INC.

AND TO: ALL HOLDERS OF DEFERRED SHARE UNITS OF GUYANA GOLDFIELDS INC.

AND TO: ALL HOLDERS OF RESTRICTED SHARE UNITS OF GUYANA GOLDFIELDS INC.

AND TO: ALL DIRECTORS OF GUYANA GOLDFIELDS INC.

AND TO: THE AUDITORS FOR GUYANA GOLDFIELDS INC.

AND TO: GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Michael S.F. Watson
michael.watson@gowlingwlg.com
Tel: 416 369 7245

Lawyers for Zijin Mining Group Co., Ltd. and 12049163 Canada Inc.

AND TO: THE DIRECTOR
Compliance & Policy Directorate
Corporations Canada, Industry Canada
9th Floor, Jean Edmunds Tower South
365 Laurier Avenue West
Ottawa, ON K1A 0C8
APPLICATION

1. The Applicant, Guyana Goldfields Inc. ("Guyana Goldfields") makes application for:

   (a) an interim order (the "Interim Order") for directions pursuant to subsection 192(4) of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, as amended (the "CBCA"), with respect to a proposed arrangement (the "Arrangement") involving Guyana Goldfields, Zijin Mining Group Co., Ltd. ("Zijin") and 12049163 Canada Inc. (the "Purchaser");

   (b) a final order approving the Arrangement pursuant to section 192 of the CBCA; and

   (c) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

   (a) Guyana Goldfields is a corporation that is governed by the CBCA. The common shares in the authorized capital of Guyana Goldfields (each, a "Guyana Goldfields Share") are traded on the Toronto Stock Exchange under the symbol "GUY". Guyana Goldfields is a Canadian based gold producer primarily focused on the exploration, development and operation of gold deposits in Guyana, South America.

   (b) Zijin is based in Fujian, China, and is a leading global mining company specializing in gold, copper, zinc and other mineral exploration and development. Listed on the Shanghai Stock Exchange and the Hong Kong Stock Exchange, as
of June 11, 2020, Zijin has a current market capitalization of approximately US$13.8 billion.

(c) The Purchaser is a corporation that is governed by the CBCA, and a wholly-owned subsidiary of Zijin.

(d) Guyana Goldfields wishes to effect a fundamental change in the nature of an arrangement under the provisions of the CBCA. Specifically, the Arrangement contemplates, among other things:

(i) the Purchaser will acquire all of the Guyana Goldfields Shares not already owned by Zijin for cash consideration of C$1.85 (the “Consideration”) for each Guyana Goldfields Share;

(ii) each outstanding option to purchase a Guyana Goldfields Share (each, an “Option”), whether vested or unvested, to the extent it has not been exercised as of the effective time of the Arrangement, will be exchanged for a cash payment from Guyana Goldfields equal to the amount, if any, by which the Consideration exceeds the exercise price of such Option less applicable withholdings;

(iii) each deferred share unit issued by Guyana Goldfields, whether vested or unvested, shall be deemed to be cancelled in exchange for a cash payment from Guyana Goldfields equal to the Consideration less applicable withholdings; and
(iv) each restricted share unit issued by Guyana Goldfields, whether vested or unvested, shall be deemed to be cancelled in exchange for a cash payment from Guyana Goldfields equal to the Consideration less applicable withholdings.

(e) Upon completion of the Arrangement, Guyana Goldfields will be a subsidiary of the Purchaser, it will be de-listed from the TSX, and it will apply to securities regulatory authorities to cease being a reporting issuer in each of the provinces of Canada.

(f) The Arrangement is an “arrangement” within the meaning of subsection 192(1) of the CBCA.

(g) All statutory requirements under section 192 and other applicable provisions of the CBCA will be satisfied by the return date of this Application.

(h) The Arrangement is in the best interests of Guyana Goldfields and is put forward in good faith.

(i) The Arrangement is procedurally and substantively fair and reasonable overall.

(j) Section 192 of the CBCA.

(k) The provisions of subsection 192(4) of the CBCA provide that the Court may make such interim order as it thinks fit with respect to an Application for approval of an arrangement under the CBCA.
(l) The directions set forth in any Interim Order this Court may grant, and the Shareholder approvals required, will be followed and obtained by the date of the return of this Application.

(ll) It is not practicable for Guyana Goldfields to effect the Arrangement under any other provision of the CBCA.


(c) Certain holders of Guyana Goldfields securities are resident outside Ontario and will be served at their addresses as they appear on the books and records of Guyana Goldfields pursuant to rule 17.02(n) of the Rules of Civil Procedure and the terms of any Interim Order for advice and directions granted by this Honourable Court.

(p) Rules 14.05, 17.02, 37 and 38 of the Rules of Civil Procedure.

(q) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

(a) the affidavit of Alan Pangbourne, President, Chief Executive Officer and a director of Guyana Goldfields, to be sworn, and the exhibits thereto;
(b) a further or supplementary affidavit to be sworn, and the exhibits thereto, on behalf of Guyana Goldfields, reporting as to compliance with any Interim Order and the results of any meeting conducted pursuant to such Interim Order; and

(c) such further and other evidence as counsel may advise and this Honourable Court may permit.

June 22, 2020

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Basken Martinau D'Amoulin LLP

(RETURNABLE JULY 30, 2020)
NOTICE OF APPLICATION

Proceedings commenced at Toronto

(COMMERCIAL LIST)
SUPERIOR COURT OF JUSTICE
ONTARIO

GUVANA GOLDFIELD'S INC.

Applicant

R.S.C. 1985, c. C-44, as amended
192 OF THE CANADA BUSINESS CORPORATION ACT,
IN THE MATTER OF AN APPLICATION UNDER SECTION

Court File No.: CV-30-0068319-004
APPENDIX G
INTERIM ORDER

(see attached)
IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE RULES OF CIVIL PROCEDURE

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GUYANA GOLDFIELDS INC., ZIJIN MINING GROUP CO., LTD. AND 12049163 CANADA INC.

GUYANA GOLDFIELDS INC.  
Applicant  

INTERIM ORDER

THIS MOTION made by the Applicant, Guyana Goldfields Inc. (“Guyana Goldfields”), for an interim order for advice and directions pursuant to section 192 of the Canada Business Corporations Act, R.S.C. 1985, c. C-44, as amended, (the “CBCA”) was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on June 22, 2020 and the affidavit of Alan Pangbourne sworn June 23, 2020, (the “Pangbourne Affidavit”), including the Plan of Arrangement, which is attached as Appendix C to the draft management information circular of Guyana Goldfields (the “Information Circular”), which is attached as Exhibit “A” to the Pangbourne Affidavit, and on hearing the submissions of counsel for Guyana Goldfields and counsel for Zijin Mining Group Co., Ltd. (“Zijin”) and
12049163 Canada Inc. (the “Purchaser”), and on being advised that the Director appointed under the CBCA (the “Director”) does not consider it necessary to appear.

Definitions
1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting
2. **THIS COURT ORDERS** that Guyana Goldfields is permitted to call, hold and conduct an annual general and special meeting (the “Meeting”) of the holders (the “Shareholders”) of voting common shares in the capital of Guyana Goldfields (each, a “Guyana Goldfields Share”) to be held virtually at https://web.lumiagm.com/275264504 (the “Lumi Platform”), as described in the Information Circular, on July 27, 2020 at 10:30 a.m. (Toronto time) in order for the Shareholders to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the “Arrangement Resolution”).

3. **THIS COURT ORDERS** that the Meeting shall be deemed to have taken place at the offices of Fasken Martineau LLP, 333 Bay Street, Suite 2400, Toronto, Ontario.

4. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the CBCA, the notice of meeting of Securityholders, which accompanies the Information Circular (the “Notice of Meeting”), the articles and by-laws of Guyana Goldfields, and the order of this Court dated June 8, 2020 (the “June 8 Order”), extending the time for
calling the Meeting to a date no later than September 30, 2020, subject to what may be provided hereafter and subject to further order of this court.

5. **THIS COURT ORDERS** that the right for applicable persons to attend, speak and/or vote, as applicable, at the Meeting shall be satisfied by Guyana Goldfields making available the opportunity for such persons to participate in, submit written questions and/or vote, as applicable, at the Meeting by way of the Lumi Platform, the full particulars of which are set out in the Notice of Meeting and the Information Circular.

6. **THIS COURT ORDERS** that all Shareholders and their respective proxy holders entitled to attend, speak and/or vote, as applicable, at the Meeting and who participate by way of the Lumi Platform at the Meeting shall be deemed to be present at such Meeting, and any votes validly submitted at the Meeting by way of the Lumi Platform shall be deemed to have been made in person at the Meeting.

7. **THIS COURT ORDERS** that the record date (the “**Record Date**”) for determination of the Shareholders entitled to notice of, and to vote at, the Meeting shall be June 23, 2020.

8. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting, by way of the Lumi Platform, shall be:

   a) registered Shareholders and duly appointed proxyholders;

   b) the officers, directors, auditors and advisors of Guyana Goldfields;

   c) representatives and advisors of Zijin and the Purchaser;

   d) the Director; and
e) other persons who may receive the permission of the Chair of the Meeting.

9. THIS COURT ORDERS that Guyana Goldfields may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

10. THIS COURT ORDERS that the Chair of the Meeting shall be determined by Guyana Goldfields and that the quorum at the Meeting shall be not less than two persons present in person at the opening of the Meeting who are entitled to vote at the Meeting either as Shareholders or proxyholders, holding in the aggregate at least 25% of all the issued and outstanding Guyana Goldfields Shares.

Amendments to the Arrangement and Plan of Arrangement

11. THIS COURT ORDERS that Guyana Goldfields is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 12, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 15 and 16 hereof, provided same are to correct clerical errors, are non-material and would not, if disclosed, reasonably be expected to affect a Shareholder’s decision to vote, or are authorized by subsequent Court order, and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following
the Meeting, but shall be subject to review and, if appropriate, further direction by this Court at
the hearing for the final approval of the Arrangement.

12.  **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the
Arrangement or Plan of Arrangement made after initial notice is provided as contemplated in
paragraph 15 herein, which would, if disclosed, reasonably be expected to affect a
Shareholder’s decision to vote for or against the Arrangement Resolution, notice of such
amendment, modification or supplement shall be distributed, subject to further order of this
Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method
most reasonably practicable in the circumstances, as Guyana Goldfields may determine.

**Amendments to the Information Circular**

13.  **THIS COURT ORDERS** that Guyana Goldfields is authorized to make such
amendments, revisions and/or supplements to the draft Information Circular as it may
determine and the Information Circular, as so amended, revised and/or supplemental, shall be
the Information Circular to be distributed in accordance with paragraphs 15 and 16.

**Adjournments and Postponements**

14.  **THIS COURT ORDERS** that Guyana Goldfields, if it deems advisable and subject to
the terms of the Arrangement Agreement and the June 8 Order, is specifically authorized to
adjourn or postpone the Meeting on one or more occasions, without the necessity of first
convening the Meeting or first obtaining any vote of the Shareholders respecting the
adjournment or postponement, and notice of any such adjournment or postponement shall be
given by such method as Guyana Goldfields may determine is appropriate in the circumstances.
This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

15. **THIS COURT ORDERS** that, subject to the extent section 253(4) of the CBCA is applicable, in order to effect notice of the Meeting, Guyana Goldfields shall send or cause to be sent the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the Letter of Transmittal, along with such amendments or additional documents as Guyana Goldfields may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the “**Meeting Materials**”), as follows:

a) to the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

   i) by pre-paid ordinary or first class mail at the addresses of the Shareholders as they appear on the books and records of Guyana Goldfields, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Guyana Goldfields;

   ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or
by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Guyana Goldfields, who requests such transmission in writing and, if required by Guyana Goldfields;

b) to non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“NI 54-101”);

c) to other Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with NI 54-101; and

d) to the directors and auditors of Guyana Goldfields, and to the Director appointed under the CBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting,

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

16. **THIS COURT ORDERS** that Guyana Goldfields is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order) (collectively, the “**Court Materials**”) to the holders of outstanding options to acquire Guyana Goldfields Shares (“**Options**”), the holders of deferred share units issued by Guyana Goldfields (“**DSUs**”), and the holders of restricted share units issued by Guyana Goldfields (“**RSUs**”) by any method
permitted for notice to Shareholders as set forth in paragraphs 15(a) or 15(b), above, or by
e-mail, concurrently with the distribution described in paragraph 15 of this Interim Order.
Distribution to such persons shall be to their addresses as they appear on the books and records
of Guyana Goldfields or its registrar and transfer agent at the close of business on the Record
Date.

17. **THIS COURT ORDERS** that accidental failure or omission by Guyana Goldfields to
give notice of the meeting or to distribute the Meeting Materials or Court Materials to any
person entitled by this Interim Order to receive notice, or any failure or omission to give such
notice as a result of events beyond the reasonable control of Guyana Goldfields, or the non-
receipt of such notice shall, subject to further order of this Court, not constitute a breach of this
Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting.
If any such failure or omission is brought to the attention of Guyana Goldfields, it shall use its
best efforts to rectify it by the method and in the time most reasonably practicable in the
circumstances.

18. **THIS COURT ORDERS** that Guyana Goldfields is hereby authorized to make such
amendments, revisions or supplements to the Meeting Materials and Court Materials, as
Guyana Goldfields may determine in accordance with the terms of the Arrangement Agreement
(“Additional Information”), and that notice of such Additional Information may, subject to
paragraph 12, above, be distributed by press release, newspaper advertisement, pre-paid
ordinary mail, or by the method most reasonably practicable in the circumstances, as Guyana
Goldfields may determine.
19. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 15 and 16 of this Interim Order shall constitute notice of the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 15 and 16 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 12 above.

**Solicitation and Revocation of Proxies**

20. **THIS COURT ORDERS** that Guyana Goldfields is authorized to use the Letter of Transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Guyana Goldfields may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Guyana Goldfields is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Guyana Goldfields may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Guyana Goldfields deems it advisable to do so.

21. **THIS COURT ORDERS** that Shareholders shall be entitled to revoke their proxies in accordance with section 148(4) of the CBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 148(4)(a)(i) of the CBCA: (a) may be deposited at the registered office of Guyana Goldfields or
with the transfer agent of Guyana Goldfields as set out in the Information Circular; and (b) any such instruments must be received by Guyana Goldfields or its transfer agent not later than the business day immediately preceding the Meeting (or any adjournment or postponement thereof).

Voting

22. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold Guyana Goldfields Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

23. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per Guyana Goldfields Share held. In order for the Plan of Arrangement to be implemented, subject to further Order of this Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by an affirmative vote of at least two-thirds (66\(^2/3\)\%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders, with Shareholders voting as a single class. Such votes shall be sufficient to authorize Guyana Goldfields to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Court.
24. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Guyana Goldfields (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each Guyana Goldfields Share.

**Dissent Rights**

25. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 190 of the CBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 190(5) of the CBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Guyana Goldfields in the form required by section 190 of the CBCA and the Arrangement Agreement, which written objection must be received by Guyana Goldfields not later than 5:00 p.m. (Eastern time) on the Business Day which is two (2) Business Days prior to the date of the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the CBCA. For purposes of these proceedings, the “court” referred to in section 190 of the CBCA means this Court.

26. **THIS COURT ORDERS** that, notwithstanding section 190(3) of the CBCA, the Purchaser, not Guyana Goldfields, shall be required to offer to pay fair value, as of the day prior to approval of the Arrangement Resolution, for Guyana Goldfields Shares held by Shareholders who duly exercise Dissent Rights, and to pay the amount to which such Shareholders may be entitled pursuant to the terms of the Plan of Arrangement. In accordance with the Plan of Arrangement and the Information Circular, all references to the “corporation” in subsections 190(3) and 190(11) to 190(26), inclusive, of the CBCA (except for the second
reference to the “corporation” in subsection 190(12) and the two references to the “corporation” in subsection 190(17)) shall be deemed to refer to the “Purchaser” in place of the “corporation”, and the Purchaser shall have all of the rights, duties and obligations of the “corporation” under subsections 190(11) to 190(26), inclusive, of the CBCA.

27. THIS COURT ORDERS that any Shareholder who duly exercises such Dissent Rights set out in paragraph 25 above and who:

   i) is ultimately determined by this Court to be entitled to be paid fair value for his, her or its Guyana Goldfields Shares, shall be deemed to have transferred those Guyana Goldfields Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to the Purchaser in consideration for a payment of cash from the Purchaser equal to such fair value; or

   ii) is for any reason ultimately determined by this Court not to be entitled to be paid fair value for his, her or its Guyana Goldfields Shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Guyana Goldfields, the Purchaser, Zijin or any other person be required to recognize such Shareholders as holders of Guyana Goldfields Shares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Guyana Goldfields’ register of Shareholders at that time.
Hearing of Application for Approval of the Arrangement

28. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Guyana Goldfields may apply to this Court for final approval of the Arrangement.

29. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 15 and 16 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 30.

30. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Guyana Goldfields, with a copy to counsel for Zijin and the Purchaser, as soon as reasonably practicable, and, in any event, no less than three (3) Business Days before the hearing of this Application at the following addresses:

**FASKEN MARTINEAU DuMOULIN LLP**
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Brad Moore
Tel: 416 865 4550
Fax: 416 364 7813
bmoore@fasken.com

Lawyers for Guyana Goldfields
31. **THIS COURT ORDERS** that, subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

   i) Guyana Goldfields;

   ii) Zijin and the Purchaser;

   iii) the Director; and

   iv) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

32. **THIS COURT ORDERS** that any materials to be filed by Guyana Goldfields in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Court.

33. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 30 shall be entitled to be given notice of the adjourned date.
Service and Notice

34. **THIS COURT ORDERS** that the Applicants and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to Guyana Goldfields’ Shareholders, creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

Precedence

35. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Guyana Goldfields Shares, Options, DSUs or RSUs, or the articles or by-laws of Guyana Goldfields, this Interim Order shall govern.

Extra-Territorial Assistance

36. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.
Variance

37. **THIS COURT ORDERS** that Guyana Goldfields shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Court may direct.

38. **THIS COURT ORDERS** that this order is effective from today’s date and is not required to be entered.
IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-4, as amended

Court File No.: CV-20-00642819-00CL

GUYANA GOLDFIELDS INC. Applicant

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
Proceeding commenced at Toronto

INTERIM ORDER

Lawyers for the Applicant, Guyana Goldfields Inc.

Brad Moore (LSO: 4780A)

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Tel: 416 865 4550
bmoore@fasken.com

Lawyers for the Applicant, Guyana Goldfields Inc.

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APPENDIX H
DISSENT RIGHTS
SECTION 190 OF THE CBCA

Right to dissent

190 (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

Further right

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment
A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing:

(a) the shareholder’s name and address;
(b) the number and class of shares in respect of which the shareholder dissents; and
(c) a demand for payment of the fair value of such shares.

Share certificate

A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where:

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder’s rights are reinstated as of the date the notice was sent.

Offer to pay

A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice:

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or
(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment
Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

On an application to a court under subsection (15) or (16),

(a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies
(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation’s assets would thereby be less than the aggregate of its liabilities.
Dear Shareholders,

On behalf of the Human Resources & Compensation Committee ("HRCC") and the Board, we are pleased to share with you our report on executive compensation. This past year has been a challenging year for the Company. This letter highlights significant 2019 corporate events, our compensation philosophy, and 2019 performance and pay results.

New Leadership Team

In July 2019, Mr. Scott Caldwell stepped down as the Company’s President & CEO and as a director of the Company, and Mr. Allen Palmiere assumed leadership of the Company as Interim CEO. Mr. Palmiere led the Company through a challenging year that included reductions in gold production due in part to operational constraints at the Aurora Gold Mine as well as unusually heavy rainfall. He also started a comprehensive mine production and cost savings review to increase productivity and profitability. Mr. Palmiere has remained on the Board.

On January 1, 2020, Mr. Alan Pangbourne was appointed the Company’s new President & CEO. Mr. Pangbourne joined the Company as an independent Director in May 2019 and brings to the CEO role over 35 years of diversified management and senior operational experience with resource industry expertise in operations, engineering and major project development, along with a successful history of company turnarounds. Mr. Pangbourne’s extensive experience, operational background and technical expertise has been a tremendous benefit in advancing the Company’s corporate strategy.

Also, in August 2019, Mr. Leon Binedell was appointed as the Company’s CFO. Mr. Binedell brings to the Company over 23 years of global mining experience as a senior finance leader with a strong focus on driving value to the business. Mr. Binedell’s expertise and leadership with major capital project developments, operational analysis and continuous improvements supports the Company’s efforts to deliver operational efficiencies.

The HRCC believes the Company’s compensation program supports a pay-for-performance philosophy that motivates our executives to generate competitive returns and to create value for our shareholders.

Our approach to executive compensation focuses our executives on operational efficiency and mine life optimization.

Performance in 2019

In 2019, our gold production did not meet production and cost guidance and the Company’s share price declined. However, there were several significant accomplishments that position the Company for future growth, including the following:

- Strengthened our management team with the recruitment of a new CEO and CFO and added three new members to the Board
- Implemented corporate office and site management changes to allow for improved technical and operational leadership and cost efficiencies
- Paid down the remainder of our debt in the first half of 2019
- Continued our excellent health, safety and sustainability performance
- Commenced a comprehensive mine, production and cost savings review to make the necessary changes and improvements to increase productivity and profitability over the long term
Resumed development work on the underground exploration decline, with construction advancing to 512 metres as at December 31, 2019

Executive Pay for Performance

The primary objective of our executive compensation program is to motivate executives to deliver solid financial and operational performance and to reward them for creating long-term value for Shareholders. To achieve these objectives, the pay program is designed to link compensation directly to specific and measurable corporate, operational, and health, safety and sustainability goals that are aligned with the Company’s business strategy. To link executive pay to company performance, our pay program includes the following elements:

- Competitive base salaries to attract and retain talent to execute our strategic and operational priorities
- Annual cash incentive awards for achieving financial, strategic, operational, health, safety, sustainability, and environmental excellence objectives and Shareholder returns
- Annual equity incentive awards, comprised of restricted share units, performance share units, and stock options, which reward executives for sustained multi-year performance

The annual incentive plan goals require management to outperform projections of production, revenue, expenses and capital expenditures generated from the Aurora Gold Mine’s life of mine plan while operating responsibly. Equity incentive awards are granted based on meeting corporate and individual performance goals. The ultimate value of the equity awards is aligned with continued share price performance beyond the grant date through the vesting period.

Say on Pay

We are grateful for the support of more than 98.9% of our Shareholders at last year’s annual meeting of our approach to executive pay. In 2019, the Company increased the target amount of “at-risk” pay through the introduction of performance-based equity in the form of Company Performance Share Units (PSUs). To further mitigate the risk of short-term thinking and risky behaviours, the CEO and CFO must hold Company equity under our Mandatory Equity Ownership Policy, and they may not hedge their ownership interests.

We value Shareholder feedback and consider Shareholder interests in our compensation and governance decisions. We believe our compensation program is aligned with long-term Shareholder value creation and we encourage Shareholders to support our 2020 say-on-pay proposal.

(Signed) Maryse Saint-Laurent
Maryse Saint-Laurent
Chair, Human Resources and Compensation Committee
This Compensation Discussion and Analysis ("CD&A") describes the processes and decisions behind the Company’s approach to executive compensation. For the year ended December 31, 2019, the named executive officers ("NEOs") were the CEO, CFO and the five other most highly compensated executive officers of the Company as follows:

<table>
<thead>
<tr>
<th>2019 NEOs of the Company</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere(1)</td>
<td>Interim President &amp; CEO</td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>CFO</td>
</tr>
<tr>
<td>Suresh Kalathil(2)</td>
<td>COO</td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>Senior Vice President, Strategy &amp; Corporate Affairs</td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>Chief Talent &amp; Compliance Officer</td>
</tr>
<tr>
<td>Scott Caldwell(3)</td>
<td>Former President &amp; CEO</td>
</tr>
<tr>
<td>Chris Stackhouse(4)</td>
<td>Former Interim CFO</td>
</tr>
</tbody>
</table>

(1) Mr. Allen Palmiere served as Interim President & CEO from July 31, 2019 through December 31, 2019. Mr. Alan Pangbourne was appointed President & CEO effective January 1, 2020.
(2) Mr. Suresh Kalathil departed from the Company effective March 5, 2020.
(3) Mr. Scott Caldwell resigned as President & CEO on July 31, 2019.
(4) Mr. Chris Stackhouse resigned from the Company on September 11, 2019.

This CD&A discusses the executive compensation plan designed by the HRCC with input from the Board, the reasons for the plan design or the objectives sought to be incentivized and the HRCC’s and the Board’s compensation decision making process. It also demonstrates how executive compensation was linked to the Company’s performance.

**Say-on-Pay Vote and Shareholder Engagement**

At last year’s annual meeting of Shareholders, the say-on-pay resolution received more than 98.9% support. As the Company continued to refine the pay-for-performance approach, in 2019, the Company made changes to the compensation strategy, including providing a greater amount of target compensation that is aligned with Shareholder interests and considered “at-risk”.

The Company engaged with a group of Shareholders in 2019 that had requested a special meeting of Shareholders. In response to feedback from these Shareholders, the Company appointed two experienced mining executives, Mr. Pangbourne and Mr. Palmiere, to join the Board as independent directors, and three long-serving independent directors stepped down. The Company also agreed to implement a succession plan for the role of CEO. In July, Mr. Caldwell stepped down as CEO and Mr. Palmiere served as interim CEO until Mr. Pangbourne was appointed the Company’s new President & CEO on January 1, 2020. The Company also added two new independent board members in March 2019: Ms. Maryse Saint-Laurent and Mr. Peter Dey. Mr. Dey resigned from the Board in June 2019 due to health reasons.

In July 2019, the HRCC approved the following changes to the pay programs:

- Introduction of performance-based equity under the Former RSU Plan; and
- Modified the long term incentive mix to include 80% Company RSUs and 20% Company Options for fiscal 2019.

**Executive Compensation Program Oversight and Governance**

The fundamental objectives of the Company’s executive compensation program are to motivate executives to deliver solid financial and operational performance and reward them for creating value for Shareholders. To achieve these objectives, the executive compensation program is designed to:
Motivate and reward high-calibre executive talent;

Link compensation directly to specific and measurable corporate, operational, and health, safety, sustainability and environment (“HSS&E”) objectives, as well as individual performance objectives, that support achievement of the Company’s strategy;

Motivate high-performing individuals to achieve an exceptional level of performance through long-term incentives;

Provide the HRCC with the flexibility to exercise judgment to ensure appropriate overall compensation results;

Align compensation with the risk profile of the Company;

Align executives’ interests with those of the Shareholders by balancing rewards to recognize short-term results, incentivize value creation and encourage equity ownership; and

Maintain an appropriately sized executive team to foster efficient management.

**Pay Peer Group**

On a regular basis and to assist with compensation decisions, the HRCC reviews market data and assesses the competitiveness of direct and total compensation for executives (including NEOs). The market data is used as a reference point only and the HRCC does not target a specific competitive position of the comparator group to set executive compensation levels.

In creating and maintaining its comparator group (“Peer Group”), the Company considers organizations that are similar in size and scope of operations, and that represent the market within which the Company competes for senior executive talent. When selecting comparators, the Company applies the following criteria:

- **Industry**: companies in mining sector – predominantly gold mining companies
- **Similar size**: between 1/3 and 3x the Company’s market capitalization and revenue
- **Corporate structure**: publicly traded
- **Geography**: companies in the Canadian or U.S. markets with international operations
## 2019 Peer Group

<table>
<thead>
<tr>
<th>Company</th>
<th>Market Cap (C$M) (1)</th>
<th>Revenue (C$M) (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>December 31, 2019</td>
<td>December 31, 2019</td>
</tr>
<tr>
<td>Argonaut Gold, Inc.</td>
<td>C$350</td>
<td>C$357</td>
</tr>
<tr>
<td>Endeavour Silver Corp.</td>
<td>C$438</td>
<td>C$162</td>
</tr>
<tr>
<td>Fortuna Silver Mines, Inc.</td>
<td>C$848</td>
<td>C$341</td>
</tr>
<tr>
<td>Galiano Gold Inc. (formerly Asanko Gold Inc.)</td>
<td>C$278</td>
<td>-</td>
</tr>
<tr>
<td>Golden Star Resources Ltd.</td>
<td>C$538</td>
<td>C$351</td>
</tr>
<tr>
<td>Gran Colombia Gold Corp.</td>
<td>C$296</td>
<td>C$415</td>
</tr>
<tr>
<td>Leagold Mining Corp.</td>
<td>C$920</td>
<td>C$650</td>
</tr>
<tr>
<td>New Gold Inc.</td>
<td>C$774</td>
<td>C$837</td>
</tr>
<tr>
<td>Premier Gold Mines Ltd.</td>
<td>C$415</td>
<td>C$124</td>
</tr>
<tr>
<td>Roxgold Inc.</td>
<td>C$386</td>
<td>C$241</td>
</tr>
<tr>
<td>Sierra Metals, Inc.</td>
<td>C$355</td>
<td>C$304</td>
</tr>
<tr>
<td>Teranga Gold Corp.</td>
<td>C$755</td>
<td>C$469</td>
</tr>
<tr>
<td>TMAC Resources, Inc.</td>
<td>C$435</td>
<td>C$258</td>
</tr>
<tr>
<td>Wesdome Gold Mines Ltd.</td>
<td>C$1,397</td>
<td>C$164</td>
</tr>
</tbody>
</table>

**Percentile Statistics**

<table>
<thead>
<tr>
<th>Percentile</th>
<th>Market Cap (C$M)</th>
<th>Revenue (C$M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25th Percentile</td>
<td>C$353</td>
<td>C$163</td>
</tr>
<tr>
<td>50th Percentile</td>
<td>C$436</td>
<td>C$323</td>
</tr>
<tr>
<td>75th Percentile</td>
<td>C$792</td>
<td>C$429</td>
</tr>
<tr>
<td>Average</td>
<td>C$585</td>
<td>C$360</td>
</tr>
</tbody>
</table>

**Guyana Goldfields Inc.**

<table>
<thead>
<tr>
<th>Percent Rank</th>
<th>Market Cap (C$M)</th>
<th>Revenue (C$M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0</td>
<td>C$122</td>
<td>C$231</td>
</tr>
<tr>
<td>P32</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Please note that market capitalization and revenue figures are based on publicly available disclosure and have not been independently confirmed by the Company. Revenue reflects last 12 months’ figures as of December 31, 2019.

(2) Leagold Mining Corp. was acquired by Equinox Gold Corp. on March 10, 2020.

### Executive Target Pay Mix

The majority of executive pay is “at-risk” to align with the pay-for-performance philosophy. The “at-risk” component of target total compensation was generally between 30% and 70% for the NEOs in 2019 and will be 69% for the current CEO, Mr. Pangbourne, in 2020. Depending on the executive’s position, approximately 80% of compensation is in the form of long-term incentives. A significant portion of each executive’s compensation is performance-based with a focus on achieving critical financial, operational, leadership and ESG-related measures.
## Components of Executive Compensation

The executive compensation program includes four components: base salary, short-term incentives, long-term incentives, and benefits and perquisites.

<table>
<thead>
<tr>
<th>Element</th>
<th>Type</th>
<th>Description</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Salary</strong></td>
<td>Fixed</td>
<td>Salary levels form a baseline of compensation for role fulfillment for executives and reflect:</td>
<td>Provide competitive compensation for high-performing executives</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Scope, complexity and accountabilities of the executive’s role;</td>
<td>Recognize skills and experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Competitiveness with salary levels for similar positions at Peer Group companies; and</td>
<td>Attract and retain key talent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Executive’s experience and sustained performance level.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salaries are targeted near the market median and modified to reflect the relative growth and complexity of the Company and the executive’s skills and experience. Annual market analysis and performance assessments ensure salaries remain competitive.</td>
<td></td>
</tr>
<tr>
<td><strong>Short-Term Incentive Program</strong></td>
<td>Performance-based Variable At-risk</td>
<td>Short-term incentive awards are based on achieving corporate, operational, HSS&amp;E, and individual objectives. Target levels are set as a percentage of base salary, using Peer Group practices as a reference. Award levels range from 0%, if threshold performance is not met, to a maximum of 150% of target. Short-term incentives directly link executive pay to the accomplishment of the Company’s key performance indicators that drive Shareholder value. Performance measures are selected based on their relationship to immediate objectives and long-term value-creation.</td>
<td>Motivate the achievement of annual goals and reward performance that supports Shareholder value creation Provide competitive compensation to attract and retain key talent</td>
</tr>
<tr>
<td><strong>Long-Term Incentive Program</strong></td>
<td>Performance-based Variable At-risk</td>
<td>The Company’s long-term incentive program consists of Company RSUs and Company Options. 2019 grant values are based on the performance of the Company and the individual executive and consider consistent historical performance levels. Total grants from the long-term incentive program have a compensation value in the range of 0% to 150% of an executive’s base salary. In establishing long-term incentive program grant values, the HRCC considers the value of previous equity awards, current share price and equity valuations, equity ownership levels, total equity granted as a percentage of the outstanding Company Shares, and other factors the HRCC and the Board consider appropriate.</td>
<td>Motivate the consistent achievement of long-term goals Reward performance aligned with long-term sustainable Shareholder value creation Promote executive equity ownership Provide competitive compensation to attract and retain key talent</td>
</tr>
<tr>
<td><strong>Benefits &amp; Perquisites</strong></td>
<td>Fixed</td>
<td>Executives participate in the same benefits provided to all employees including health and life insurance benefits. Executives may receive additional perquisites as part of their employment agreements such as parking, athletic membership and annual executive wellness medicals.</td>
<td>Provide competitive compensation to attract and retain key talent</td>
</tr>
</tbody>
</table>
2019 Total Direct Compensation Decisions

The following section discusses the decisions made to determine each NEO’s total direct compensation for 2019, which includes base salary and short- and long-term incentives.

For 2019, no salary increases were made except as a result of the assumption of increased responsibilities. The decision was made after conducting a compensation analysis comparing the NEOs’ salaries with those paid to the executive officers in the Peer Group.

<table>
<thead>
<tr>
<th>Executive Officer</th>
<th>2019 Base Salary</th>
<th>Increase from 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere</td>
<td>C$840,000(1)</td>
<td>NA</td>
</tr>
<tr>
<td>Interim President &amp; CEO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>C$390,000</td>
<td>NA</td>
</tr>
<tr>
<td>CFO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suresh Kalathil(2)</td>
<td>C$400,000</td>
<td>NA</td>
</tr>
<tr>
<td>COO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perry Holloway(3)</td>
<td>C$337,688</td>
<td>NA</td>
</tr>
<tr>
<td>SVP, Strategy &amp; Corporate Affairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>C$275,000</td>
<td>4%(5)</td>
</tr>
<tr>
<td>Chief Talent &amp; Compliance Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Caldwell(4)</td>
<td>C$638,495</td>
<td>Nil</td>
</tr>
<tr>
<td>Former President &amp; CEO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Stackhouse(4)</td>
<td>C$285,000</td>
<td>Nil</td>
</tr>
<tr>
<td>Former Interim CFO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Mr. Palmiere served as Interim President & CEO from July 31, 2019 through December 31, 2019. Mr. Palmiere’s base salary reflected that he did not participate in the LTIP or STIP.
(2) Mr. Kalathil departed from the Company effective March 5, 2020.
(3) Mr. Holloway receives a USD annual salary of $260,000 which is converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.
(4) Mr. Caldwell stopped receiving a salary effective July 31, 2019, pursuant to his resignation. Mr. Stackhouse stopped receiving a salary effective September 11, 2019, pursuant to his resignation. Neither Mr. Caldwell nor Mr. Stackhouse received an increase in base salary in 2019.
(5) The base salary increase from 2018 reflects Ms. Zangari’s assumption of increased responsibilities as a result of her role being expanded to include the Chief Compliance Officer function.

Short Term Incentive Program

The Company’s short-term cash-based incentive program (“STIP”) rewards executives based on annual corporate, functional and individual performance. The Company’s performance metrics are reviewed annually by the HRCC and targets are set at the beginning of the year, in line with the Company’s annual budget.

At the end of the year, awards are determined based on the Company’s and the NEO’s performance. Individual STIP targets are a percentage of the NEO’s base salary, and the payout may be above or below target. Awards are capped at 150% of target except when the HRCC recognizes unusual or multi-year performance that may not have been rewarded previously.

The Board can apply discretion to adjust the awards to accurately reflect the Company’s and executive’s performance for that year. In addition, recognizing that the current year performance is influenced by multi-year activities, awards may be enhanced or diminished based on the HRCC’s long-term assessment.
Target levels of performance on each performance metric are established as guidelines and are not applied as an absolute formula. The HRCC believes that fixed formulas may lead to an excessively high or low payout that does not accurately reflect actual performance when viewed holistically. As a result, the HRCC believes the discretion applied by the Board should be the ultimate determinant of final, overall compensation within the context of the pre-determined guidelines.

Short-Term Incentive Program Target Levels

The nature of an executive’s role and accountabilities determines the weighting of the performance metrics. The Company’s STIP targets, performance factors and respective weightings assigned by the Board for each NEO in 2019 were as follows:

<table>
<thead>
<tr>
<th>2019 Executive STIP</th>
<th>Performance Factor &amp; Formula Weighting(1)</th>
<th>Multiplier</th>
<th>STI Target % of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Corporate + Functional + Individual)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEO</td>
<td>90%</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>CFO</td>
<td>60%</td>
<td>0</td>
<td>60%</td>
</tr>
<tr>
<td>COO(3)</td>
<td>60%</td>
<td>0</td>
<td>75%</td>
</tr>
<tr>
<td>Other NEOs(3)</td>
<td>60%</td>
<td>0</td>
<td>40%</td>
</tr>
</tbody>
</table>

(1) Each performance factor includes an 80% threshold and a 150% maximum for award determination. STIP awards are capped at 150% of target. This year, the HRCC exercised its discretion to waive the 80% threshold for the corporate performance factor for the same reasons that the HRCC determined to disregard the GDXJ multiplier. See Note (2), below.

(2) The GDXJ performance multiplier, which compares the Company’s performance relative to the VanEck Vectors Junior Gold Miners (GDXJ), is generally applied to results of Corporate, Functional and Individual performance to calculate STIP awards. Notwithstanding the foregoing, for the 2019 STIP awards, the HRCC exercised its discretion to disregard the GDXJ multiplier when calculating the 2019 awards. In large part, this was because of the importance of safety and in recognition of the results achieved. Additionally, individual performance goals had been achieved and the HRCC determined that to maintain the integrity of the program, it was important to award employees for positive performance in connection therewith, notwithstanding corporate results.

(3) Mr. Caldwell, Mr. Stackhouse and Mr. Kalathil did not receive STIP awards because they were no longer with the Company when the awards were granted.

For purposes of calculating the short-term incentive, the Corporate performance factor is based on the President & CEO’s annual scorecard of performance metrics established during the annual budget process, which includes objectives and measures specific to profitability, fiscal responsibility, operational excellence, risk management & mitigation, market position, HSS&E excellence, leadership effectiveness, talent management and stakeholder engagement.

The President & CEO’s annual scorecard forms the basis for the Functional performance factors for scorecards in the Finance, Operations, HR, and Corporate Affairs business units. Individual performance factors are based on individual leadership and talent management objectives that enhance overall organizational performance and productivity.

Performance Targets and 2019 Outcomes

The following table provides information regarding the Company performance metrics, weightings, target performance goals and actual performance outcomes that were reviewed and approved by the HRCC for the year ended December 31, 2019.

The performance measures were carefully developed to align with corporate objectives that create Shareholder value by incentivizing operational excellence, HSS&E accountability, efficiency, and growth (organic and non-organic).
The following table provides a summary of NEO individual performance goals:

<table>
<thead>
<tr>
<th>Performance Category</th>
<th>Performance Measures</th>
<th>Weighting</th>
<th>Performance Target</th>
<th>Actual 2019 Performance</th>
<th>Actual Performance as a % of Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSS&amp;E</td>
<td>Loss Time Injury Frequency Rate (LTIFR)</td>
<td>10%</td>
<td>1.19</td>
<td>0.34</td>
<td>&gt;120%</td>
</tr>
<tr>
<td></td>
<td>Total Recordable Injury Frequency Rate (TRIFR)</td>
<td>7.5%</td>
<td>6.35</td>
<td>7.43</td>
<td>80%-90%</td>
</tr>
<tr>
<td></td>
<td>No Level 4 &amp; 5 Environmental incidents</td>
<td>7.5%</td>
<td>0</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>Corporate</td>
<td>Free Cash Flow per 43-101 (adjusted for gold price)</td>
<td>25%</td>
<td>C$582,000</td>
<td>(C$29,400,000)</td>
<td>&lt;80%</td>
</tr>
<tr>
<td>Operations</td>
<td>2019 Gold Production [Uses the 43-101 and 2019 LOM plan]</td>
<td>25%</td>
<td>159,594 ozs</td>
<td>124,200 ozs</td>
<td>&lt;80%</td>
</tr>
<tr>
<td></td>
<td>Replacement of 250k oz of Ore Reserves</td>
<td>25%</td>
<td>250,000 ozs</td>
<td>100,790 ozs</td>
<td>&lt;80%</td>
</tr>
<tr>
<td>Overall Score</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26%</td>
</tr>
</tbody>
</table>

2019 NEO Objectives:

- **Leon Binedell, CFO**
  - Manage balance sheet liquidity risks
  - Assess senior finance talent and recruit financial talent
  - Select and commence implementation of budgeting and forecasting system
  - Review financial systems landscape and develop systems roadmap
  - Review and assess corporate transactions
  - Reduce VAT receivable balance through collection or conclusion on historical outstanding amounts
  - Develop tax resolution strategies for ongoing tax matters

- **Suresh Kalathil, COO**
  - Improve safety and environmental performance and compliance
  - Restructure AGM Operations and improve bench strength
  - Reduce AGM total cash costs by 10% and achieve guidance
  - Measure, identify and correct mine/mill reconciliation process

- **Perry Holloway, SVP, Strategy & Corporate Affairs**
  - Maintain/improve government and community relations
  - Improve our brand/company perception through media/public relations
  - Complete strategic review of political environment
  - Develop CSR strategy that balances philanthropy with true sustainable, high-impact initiatives

- **Lisa Zangari, Chief Talent & Compliance Officer**
  - Establish 2019 pay-for-performance and compensation program
  - Establish annual corporate compliance program
  - Optimize organizational structure/talent management strategy to align with 2019 strategy
  - Develop capability in human resource team and succession planning
Long-Term Incentive Program

The Company’s long-term incentive program (“LTIP”) is designed to reward performance through share-based rewards and encourage long-term Shareholder value creation. Grant values are based on the Company’s and executive’s performance. The Company’s long-term incentive program targets range from 100% to 150% of an executive’s base salary; however, it is possible for an executive to not receive any long-term incentive compensation as in the case of termination or low performance.

<table>
<thead>
<tr>
<th>Executive Officer</th>
<th>Base Salary</th>
<th>Target Level % of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere</td>
<td>C$840,000(^{(1)})</td>
<td>N/A</td>
</tr>
<tr>
<td>Interim President &amp; CEO</td>
<td>C$840,000(^{(1)})</td>
<td>N/A</td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>C$390,000</td>
<td>85%</td>
</tr>
<tr>
<td>CFO</td>
<td>C$390,000</td>
<td>85%</td>
</tr>
<tr>
<td>Suresh Kalathil</td>
<td>C$400,000</td>
<td>125%</td>
</tr>
<tr>
<td>COO</td>
<td>C$400,000</td>
<td>125%</td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>C$337,688(^{(2)})</td>
<td>40%</td>
</tr>
<tr>
<td>SVP, Strategy &amp; Corporate Affairs</td>
<td>C$337,688(^{(2)})</td>
<td>40%</td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>C$275,000</td>
<td>40%</td>
</tr>
<tr>
<td>Chief Talent &amp; Compliance Officer</td>
<td>C$275,000</td>
<td>40%</td>
</tr>
<tr>
<td>Scott Caldwell</td>
<td>C$638,495</td>
<td>100%</td>
</tr>
<tr>
<td>Former President &amp; CEO</td>
<td>C$638,495</td>
<td>100%</td>
</tr>
<tr>
<td>Chris Stackhouse</td>
<td>C$285,000</td>
<td>N/A(^{(3)})</td>
</tr>
<tr>
<td>Former Interim CFO</td>
<td>C$285,000</td>
<td>N/A(^{(3)})</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Mr. Palmiere in his role as interim CEO was not eligible for long-term or short term incentives for 2019, which resulted in a higher base salary. Of this amount, C$350,000 was paid to Mr. Palmiere during the year ended December 31, 2019.

\(^{(2)}\) Perry Holloway’s 2019 base salary was $260,000. $ have been converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.

\(^{(3)}\) Chris Stackhouse was awarded 100,000 Company RSUs on March 25, 2019.

For 2019, the HRCC determined a fixed amount of equity be granted to the NEOs (other than Mr. Palmiere) to balance the incentive for share price appreciation with sustained Shareholder value creation and longer-term key employee retention.

The HRCC recognizes the impact that commodity prices can have on the Company and the mining sector in general. The mix of performance-vested and time-vested equity awards is designed to balance the two main priorities of the Company’s long-term incentive program: (i) to incentivize NEO’s to build sustainable Shareholder value; and (ii) to provide some level of retention incentive in the event of future commodity price fluctuations.

Annual LTIP grants with staggered, overlapping performance and time vesting schedules ensure executives continually focus on future value creation.

<table>
<thead>
<tr>
<th>LTIP</th>
<th>3-Year Term</th>
<th>4-Year Vest; 5-Year Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTIP [LTIP Target % X Base Salary]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^{(1)}\) 50% of the RSUs are subject to a performance threshold based on the percentage change in the Company’s share price in the one year period preceding each anniversary date relative to the percentage change in the GDXJ price during such one year period.

\(^{(2)}\) No Company Options were granted in 2019 as the Company was considering the whole of its compensation programs.
The table below shows the allocation of the 2019 LTIP awards:

<table>
<thead>
<tr>
<th>Executive Officer</th>
<th>2019 Award (C$)</th>
<th>Company RSUs (#)</th>
<th>Company Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere(1)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Former Interim President &amp; CEO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>40,000(2)</td>
<td>35,762</td>
<td>Nil</td>
</tr>
<tr>
<td>CFO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suresh Kalathil</td>
<td>250,000</td>
<td>242,014</td>
<td>Nil</td>
</tr>
<tr>
<td>COO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>136,360</td>
<td>89,745</td>
<td>Nil</td>
</tr>
<tr>
<td>SVP, Strategy &amp; Corporate Affairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>103,300</td>
<td>100,000</td>
<td>Nil</td>
</tr>
<tr>
<td>Chief Talent &amp; Compliance Officer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Caldwell(3)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Former President &amp; CEO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Stackhouse(4)</td>
<td>82,640</td>
<td>80,000</td>
<td>Nil</td>
</tr>
<tr>
<td>Former Interim CFO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Mr. Palmiere did not receive long-term incentive plan awards due to the interim nature of his tenure as CEO.
(2) This award was granted as a signing bonus for Mr. Binedell.
(3) Mr. Caldwell did not receive long-term incentive plan awards.
(4) Mr. Stackhouse forfeited his long-term incentive plan awards when he resigned from the Company.

More information about the long-term incentive program can be found under the headings “Company’s Restricted Share Unit Plans” and “Company Stock Option Plan” below.

**Company’s Restricted Share Unit Plans**

Company RSUs are used to incentivize and reward executives to create long-term value. Company RSU awards have a vesting schedule of no longer than three years. For each Company RSU award, one-third of the Company RSUs awarded are restricted until the first anniversary of the effective date of the award; one-third are restricted until the second anniversary of the effective date of the award; and one-third are restricted until the third anniversary of the effective date of the award. Generally, on each of these anniversaries, 50% of the one-third tranche of such Company RSUs automatically become unrestricted, and the other 50% may become unrestricted based on the percentage change in the Company’s share price in the one year period preceding such anniversary date relative to the percentage change in the GDXJ price during such one year period as follows: if the percentage change in the Company’s share price in the one year period preceding such anniversary date (i) is equal to or greater than the percentage change in the GDXJ price during such one year period, 100% of such Company RSUs shall become unrestricted on such anniversary date; (ii) is at least 90% but less than 100% of the percentage change in the GDXJ price during such one year period, 75% of such Company RSUs shall become unrestricted on such anniversary date; (iii) is at least 80% but less than 90% of the percentage change in the GDXJ price during such one year period, 50% of such Company RSUs shall become unrestricted on such anniversary date; and (iv) is less than 80% of the percentage change in the GDXJ price during such one year period, none of such Company RSUs shall become unrestricted on such anniversary date. To the extent that the applicable share price performance conditions are not met, such Company RSUs are cancelled on the anniversary date without payment. In addition, no Company RSU may become unrestricted (i.e. vest) unless the employee is actively employed on the applicable anniversary date (meaning the employee has not resigned or been terminated).

While a Company RSU represents actual stock value (i.e., “phantom share”), Company RSUs are redeemed in cash in an amount equal to the volume-weighted average trading price of the Company Shares for the five trading days...
immediately preceding the redemption date. Company RSUs (vested or unvested) do not have voting rights, however, they are considered when calculating the Company’s Mandatory Equity Ownership Requirements.

**Company Stock Option Plan**

The Company Stock Option Plan provides for grants of Company Options to purchase Company Shares subject to the rules and regulations of applicable regulatory authorities and the TSX. All officers are eligible to receive Company Options. Company Options are non-assignable and may be granted for a term not exceeding five years, subject to trading blackout periods. One-fourth of a Company Option grant vests on each of the first four anniversaries of the grant date. Company Options do not have voting rights and are not considered when calculating the Company’s Mandatory Equity Ownership Requirements.

**Compensation Risk Management and Good Governance Practices**

The Company’s compensation practices have been established to ensure appropriate alignment of pay with the long-term success of the organization, near-term challenges and good governance practices. The HRCC believes the executive compensation program:

- Effectively balances pay for performance and retention of highly skilled executives;
- Mitigates the risk of excessive high or low compensation; and
- Encourages executives to consider how short-term actions and continuous improvement contribute to long-term value creation for Shareholders, management, employees and all stakeholders.

The HRCC and the Board regularly review and evaluate potential risks to the Company resulting from the executive compensation plan and more specifically from:

- Pay philosophy and practices;
- Design of the program;
- Performance measurement; and
- Compensation governance.

Neither the HRCC nor the Board has identified any potential risks associated with the Company’s compensation plan or practices that would reasonably be likely to have a material adverse effect on the Company. Some specific risk-mitigating and good governance design features of the 2019 executive compensation program include:
### Area of Focus

#### Executive Compensation Design Features

<table>
<thead>
<tr>
<th>Program Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Majority of executive total direct compensation is performance-based and “at risk” to align pay with performance. On average, target performance-based compensation, (i.e. target short- and long-term incentives) made up between 30% and 70% of NEOs’ 2019 total direct compensation.</td>
</tr>
<tr>
<td>• Cash and equity awards are performance-based and not guaranteed. Equity grants have significant performance and time vesting periods to ensure that executive interests are aligned with those of Shareholders over the long term.</td>
</tr>
<tr>
<td>• Cash and equity incentive formula factors are capped at 150% of target to avoid excessive or extreme compensation awards.</td>
</tr>
<tr>
<td>• Performance objectives and related compensation outcomes are measurable and pre-defined.</td>
</tr>
<tr>
<td>• The HRCC retains discretion to adjust the compensation of an executive to ensure pay outcomes match actual performance outcomes and Shareholder interests. Both the short- and long-term incentive program frameworks are intended to serve only as guidelines for the HRCC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Short-Term Incentive Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The short-term incentive program includes balanced performance measurement representing corporate, functional, HSS&amp;E and individual performance objectives.</td>
</tr>
<tr>
<td>• Challenging performance targets are pre-defined in conjunction with the annual budgeting process.</td>
</tr>
<tr>
<td>• Each performance metric has a minimum performance threshold of 80%, below which no award is granted, and payouts are capped at 150% times the target bonus regardless of the level of performance achieved.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-Term Incentive Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Awards under the long-term incentive program are based on the HRCC’s review of overall performance outcomes and consider current share price to limit windfall gains.</td>
</tr>
<tr>
<td>• Annual variable grants with staggered, overlapping performance and time vesting schedules ensure executives continually focus on future value creation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Governance</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The Company’s Compensation Clawback Policy allows for executive compensation to be recouped in certain circumstances (e.g. upon a material earnings restatement).</td>
</tr>
<tr>
<td>• Officers are subject to the Company’s Mandatory Equity Ownership Policy.</td>
</tr>
<tr>
<td>• Officers are subject to anti-hedging provisions of the Company’s Insider Trading Policy that prohibit executives and directors from hedging against a decrease in the market value of the Company’s equity securities.</td>
</tr>
<tr>
<td>• The Company Stock Option Plan precludes option backdating.</td>
</tr>
<tr>
<td>• The HRCC meets in-camera after each meeting for additional compensation and talent management discussions.</td>
</tr>
<tr>
<td>• The HRCC retained an independent advisor to provide external perspective on market changes and best practices for compensation design, governance and risk management.</td>
</tr>
</tbody>
</table>

### Company Mandatory Equity Ownership Policy

The Company’s Mandatory Equity Ownership Policy stipulates that the CEO and CFO must attain minimum equity ownership levels within five years from the date the individual assumed such office with the Company. The stipulated equity ownership levels can be achieved only through the accumulation of Company Shares and unvested Company RSUs. Under the Company’s Mandatory Equity Ownership Policy, the equity ownership requirements and ownership levels as of December 31, 2019 were as follows:
<table>
<thead>
<tr>
<th>Executive Position</th>
<th>Equity Ownership Target (multiple of Base Salary)</th>
<th>Actual Share Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total Value as Dec. 31, 2019</td>
</tr>
<tr>
<td><strong>Allen Palmiere (1)</strong></td>
<td>3x</td>
<td>NA</td>
</tr>
<tr>
<td>Interim President &amp; CEO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Leon Binedell</strong></td>
<td>1.5x</td>
<td>60,033</td>
</tr>
<tr>
<td>CFO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Suresh Kalathil</strong></td>
<td>1.5x</td>
<td>169,410</td>
</tr>
<tr>
<td>COO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Perry Holloway</strong></td>
<td>1x</td>
<td>62,822</td>
</tr>
<tr>
<td>SVP, Strategy &amp; Corporate Affairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lisa Zangari</strong></td>
<td>1x</td>
<td>106,470</td>
</tr>
<tr>
<td>Chief Talent &amp; Compliance Officer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) The 3x equity ownership target is the general target for the CEO; however, Mr. Palmiere, in his role as interim CEO, was not required to meet the equity ownership guidelines for officers as he was not eligible to participate in the LTIP or the STIP.

To ensure the effectiveness of the mandatory equity ownership policy at aligning the interests of directors, officers, and employees of the Company (“Insiders”) with Shareholders, the Company’s Insider Trading Policy contains prohibitions against hedging. Insiders are not permitted to purchase financial instruments, including, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities of the Company granted as compensation or held, directly or indirectly, by the Insider.

**Compensation Clawback Policy**

The Board has adopted a policy providing for the full or partial forfeiture and recoupment of both short- and long-term incentive compensation awarded and outstanding or paid to current and former executive officers and management (“Senior Employees”). The Policy is applied at the sole discretion of the Board in circumstances such as:

- where the amount of incentive compensation received by the Senior Employee was calculated based upon, or contingent on, the achievement of certain financial results that were subsequently the subject of or affected by a material restatement of all or a portion of the Company’s financial statements;

- where a Senior Employee has been determined by the Board to have engaged in gross negligence, intentional misconduct or fraud that caused or partially caused the need for a restatement; or

- the incentive compensation received by the Senior Employee would have been lower had the financial results been properly reported.

**Employment Agreements**

The Company has entered into executive employment agreements with the NEOs to minimize the possibility of confusion or misunderstanding between the Company and NEOs regarding their mutual obligations, both during employment and on termination, and to limit costs associated with executive termination. The employment agreements describe the terms and conditions under which the NEOs have been retained, their remuneration, as well as the circumstances under which their employment may be terminated or deemed to terminate and the compensation, if any, payable further to a termination. See “Termination and Change of Control Benefits.”
Performance Graph

The following graph compares the total cumulative shareholder return for C$100 invested in Company Shares on the TSX at 1st January 2015, with the cumulative total return of the S&P/TSX Composite Index until December 31, 2019.

There is no direct correlation between the trend of the Company’s stock performance evidenced by the chart above and the Company’s compensation to executive officers over the period of reference. The stock prices of mining companies are very volatile and subject to market conditions.

During this period, there were significant changes to the executive team and management structure to provide appropriate expertise and the leadership required. The HRCC considers that the compensation over the period is appropriate given the significant changes to the executive team including the addition of a COO, the appointment of an Interim CEO and a new CFO in 2019 and a new President and CEO in 2020 and the evolution of the Company during the period. The Company faces competition from mining and other companies for talent and must remain competitive in its executive compensation practices in order to engage and retain executives.

Role of HRCC

As part of its Board-approved charter, the HRCC:

- Recommends to the Board for approval the goals and objectives of the President & CEO, and approves the goals and objectives of all other executives, based on the Board-approved budget and corporate strategy, against which the performance of the President & CEO and all other executives are assessed;
- Reviews its Charter and recommends any proposed changes to the Corporate Governance Committee;
- Recommends to the Board for approval the equity incentive award for the President & CEO, and approves the equity incentive awards for all other executives, in the form of Company RSUs and/or Company Options, based on performance;
• Administers the Company’s long-term incentive program under which equity-based compensation is granted;
• Reports to the Board on the Company’s organizational structure, implementation of executive officer succession programs, total compensation practices, talent management practices and executive development programs;
• Leads the annual review and evaluation process of the President & CEO’s performance and reports results to the Board;
• Reviews the performance of other Officers, based on a report submitted by the President & CEO;
• Recommends to the Board for approval, the salary and cash incentive award for the President & CEO, and approves the salaries and cash incentive awards for all other executives, based on performance;
• Provides investors with informative and timely disclosure that enables Shareholders to evaluate executive pay practices fully and fairly;
• Reviews the operation and administration of the Company’s benefit plans;
• Establishes standards for transparency of compensation and oversight of internal controls used to review executive compensation; and
• Maintains appropriate pay-for-performance alignment with an emphasis on creating Shareholder value.

HRCC Composition

The Board has determined that the HRCC is to be comprised of at least three directors, each of whom must be independent under applicable laws, policies and stock exchanges rules. In keeping with governance best practice, the HRCC consists of directors who are knowledgeable about issues related to human resources, talent management, compensation and governance.

The current members of the HRCC are Ms. Saint-Laurent (Chair), Mr. Marion, and Ms. Wendy Kei, each of whom is independent within the meaning of NI 58-101. Collectively, the HRCC has extensive compensation related experience in the mining sector as senior executive officers and members of boards and committees of other public corporations.

• Ms. Saint-Laurent is an accomplished executive, corporate director and senior legal advisor with over 20 years of experience as a transactional, corporate and securities lawyer in the energy and electricity sectors and has a strong governance background. She possesses over 30 years of business and direct and indirect experience in human resources management, pension administration and compensation analysis. Ms. Saint-Laurent also has extensive leadership and committee experience to guide the Company in developing competitive compensation plans to attract and retain the right talent.

• Mr. Marion is an accomplished executive, corporate director and has more than 30 years of combined experience in mining operations, construction management, and project management. Mr. Marion’s extensive leadership and operational experience contribute to his awareness of industry compensation practices and bring key insights to the Company’s compensation policies and practices to ensure the Company attracts and retains the necessary talent and expertise among its workforce.

• Ms. Kei is a Chartered Professional Accountant/Chartered Accountant and an accomplished finance executive with over 25 years of business experience in a variety of industries. Ms. Kei’s extensive finance, leadership and corporate governance experience within the resource and energy sectors allows her to provide the HRCC with expertise in compensation to achieve an effective balance of short- and long-term corporate goals.

Further, the HRCC members have no interlocking relationships as board members of other companies.
HRCC 2019 Activities

Each year, the HRCC finalizes an executive compensation program once the Company’s strategic plan and annual budget for that year are approved by the Board. The HRCC determines short-term incentive program and long-term incentive program awards in the first quarter following each completed fiscal year, once audited year-end financial statements are finalized. The HRCC met five times in 2019 to carry out its mandate for the year.

In the execution of its mandate, the HRCC:

- Assessed the effectiveness of the current compensation plan, including a review of the Company’s compensation philosophy, methodology and design to ensure relevancy and appropriateness;
- Recommended to the Board for approval the 2019 executive compensation plan based on approved 2019 budgets and with a view to advancing the Company’s strategy adopted by the Board;
- Assessed the performance of executives against their 2019 individual objectives;
- Recommended to the Board for approval the 2019 compensation payable, which was consistent with the 2019 executive compensation plan, the individual performance of the President & CEO and the President & CEO’s annual compensation recommendation for the other Officers, taking into consideration proper pay-for-performance alignment of the President & CEO’s and other Officers’ compensation;
- Verified the President & CEO’s pay-for-performance alignment multiple times during the year;
- Reviewed the succession plans for the President & CEO and other senior executives and updated development plans;
- Participated on the selection committee for the CEO and CFO recruitment processes; and
- Reviewed the potential for any material risks arising from the executive compensation plan.

During 2019, the HRCC also:

- Reviewed the Company’s STIP performance metrics at the beginning of the year to ensure that an optimal link between performance and executives’ rewards was maintained, see heading “Short Term Incentive Program”; and
- Reviewed the Company’s Peer Group to maintain alignment with the selection criteria, in particular with regard to the size of the Peer Group companies, see heading “Pay Peer Group”.

Succession Planning for the President & CEO

Annually, the HRCC reviews the talent management and succession planning framework used for the NEOs and other executive officers, as well as the annual talent management plan. As part of the in-camera discussion on the President & CEO’s performance, the HRCC members update the President & CEO succession plan and assess potential risks related to the plan.

In 2019, the HRCC implemented a CEO succession plan. The Company formed a special committee to manage the search process for a new CEO, hired a search firm and developed a pool of candidates.

In July 2019, Mr. Caldwell stepped down as the President & CEO and as a director of the Company, and Mr. Palmiere assumed leadership of the Company as Interim CEO. On January 1, 2020, Mr. Pangbourne was appointed as the Company’s new President & CEO after joining the Company as an independent Director in May 2019.
Management’s Role in Compensation Decision Making

As part of the annual compensation cycle, the President & CEO recommends corporate, operational and individual performance objectives for each executive which are based on the Board-approved annual budget and corporate strategy. The President & CEO provides the HRCC with recommendations regarding executives’ base salary, short-term incentive program awards and long-term incentive program awards according to the President & CEO’s year-end assessment of performance, policy guidelines, competitive benchmark strategy and industry practice. The Chief Talent & Compliance Officer assists the President & CEO with compensation recommendations regarding the executives (excluding her own). Other than the Chief Talent & Compliance Officer, no executives are involved in any compensation-related decisions with respect to the Company’s executive officers (including NEOs).

At the beginning of each year, the President & CEO provides the HRCC with a draft of his proposed corporate objectives. These proposed objectives are considered and further refined with input from the HRCC and the Board. At the end of the year, the HRCC reviews the President & CEO’s performance against these objectives and compensation recommendations are then made by the HRCC to the Board for approval.

Management also collects and summarizes competitive compensation data and company financial and market performance data for the HRCC’s consideration in its decision-making. The specific comparator group against which compensation practices are assessed is described further under the heading “Pay Peer Group”.

Compensation Consultant

The HRCC retains compensation consultants to provide expert and independent advice regarding compensation plans and decisions. Consultants provide support to the HRCC and act only on instructions provided or approved by the HRCC Chair. Consultants do not perform work other than work pre-approved in writing by the HRCC Chair. HRCC decisions and recommendations to the Board are its responsibility and may reflect factors and considerations other than the information and recommendations provided by compensation consultants.

During the fiscal year ended December 31, 2019, the Company retained Mercer (Canada), a wholly-owned subsidiary of Marsh & McLennan Companies, Inc., an independent executive compensation consulting firm, to assist the HRCC with establishing the executive compensation plan and in reviewing executive officer and director compensation of the Company.

During the fiscal year ended December 31, 2019, the Company retained ISS Corporate Solutions Inc. in order to access ISS ExecSuite, an online/electronic consulting platform, to assist the HRCC in reviewing executive officer and director compensation of the Company.

The HRCC pre-approved the consultant mandates described above, as well as the associated fees for such mandates. The following table sets forth the fees paid to compensation consultants in each of the last two completed financial years:

<table>
<thead>
<tr>
<th>Compensation Consultant</th>
<th>Type of Fees</th>
<th>2019 Fees</th>
<th>2018 Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercer (Canada)</td>
<td>Executive Compensation-related fees</td>
<td>C$55,126</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>Other Services and related fees</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>ISS Corporate Solutions Inc.</td>
<td>Executive Compensation-related fees</td>
<td>C$30,000</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>Other Services and related fees</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>
### Summary Compensation Table

The following sets out total compensation for the NEOs in the most recently completed financial year as well as the two previous financial years. All amounts in the below chart reflect actual compensation and are not annualized.

<table>
<thead>
<tr>
<th>Name and Principal Position</th>
<th>Year</th>
<th>Base Salary</th>
<th>Share-based awards(^{(1)})</th>
<th>Option-based awards (^{(2)})</th>
<th>Non-equity incentive plan compensation</th>
<th>Pension value</th>
<th>All other annual compensation (^{(4)})</th>
<th>Total compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere(^{(5)})</td>
<td>2019</td>
<td>C$350,000</td>
<td>C$51,650(^{(5)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$ 16,137</td>
<td>C$417,787</td>
</tr>
<tr>
<td>Interim President &amp; CEO</td>
<td>2018</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Leon Binedell(^{(6)})</td>
<td>2019</td>
<td>C$137,500</td>
<td>C$40,000(^{(6)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$40,000(^{(6)})</td>
<td>C$222,240</td>
</tr>
<tr>
<td>CFO</td>
<td>2018</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Scott Caldwell(^{(7)})</td>
<td>2019</td>
<td>373,089</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$2,600,396(^{(9)})</td>
<td>C$2,973,485</td>
</tr>
<tr>
<td>Former President &amp; CEO</td>
<td>2018</td>
<td>C$638,495(^{(9)})</td>
<td>634,508(^{(10)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$19,642</td>
<td>C$1,292,645</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>C$622,500(^{(11)})</td>
<td>Nil</td>
<td>Nil</td>
<td>C$560,250</td>
<td>Nil</td>
<td>C$22,196</td>
<td>C$1,827,457</td>
</tr>
<tr>
<td>Christopher Stackhouse(^{(12)})</td>
<td>2019</td>
<td>C$198,769</td>
<td>C$82,640(^{(12)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$166,527(^{(13)})</td>
<td>C$447,936</td>
</tr>
<tr>
<td>Former Interim CFO</td>
<td>2018</td>
<td>C$285,000</td>
<td>C$254,660(^{(14)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$9,741</td>
<td>C$549,401</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>C$245,000</td>
<td>Nil</td>
<td>C$110,000</td>
<td>Nil</td>
<td>Nil</td>
<td>C$9,488</td>
<td>C$614,333</td>
</tr>
<tr>
<td>Suresh Kalathil(^{(15)})</td>
<td>2019</td>
<td>C$303,125</td>
<td>C$250,000(^{(15)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$125,000(^{(15)})</td>
<td>C$678,125</td>
</tr>
<tr>
<td>COO</td>
<td>2018</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Perry Holloway(^{(16)})</td>
<td>2019</td>
<td>C$337,688(^{(14)})</td>
<td>C$136,359(^{(17)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$27,924(^{(18)})</td>
<td>C$468,993</td>
</tr>
<tr>
<td>SVP, Strategy &amp; Corporate Affairs</td>
<td>2018</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lisa Zangari(^{(20)})</td>
<td>2019</td>
<td>C$269,167</td>
<td>C$103,300(^{(19)})</td>
<td>Nil</td>
<td>C$25,000</td>
<td>Nil</td>
<td>C$2,718</td>
<td>C$400,185</td>
</tr>
<tr>
<td>Chief Talent &amp; Compliance Officer</td>
<td>2018</td>
<td>C$82,388</td>
<td>C$264,929(^{(20)})</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$347,317</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

\(^{(1)}\) The fair value of Company RSU awards is calculated based on the volume-weighted average trading price of the Company Shares for the five (5) trading days immediately preceding the award date as reported by the TSX. Grants are reported in the year of grant.
(2) The fair value of Company Option awards is calculated based on the Black-Scholes options pricing model. Grants are reported for the year in which they were awarded.

(3) Amounts under “Annual Incentive Plans” reflect annual cash bonuses. Amounts reflect the bonus in the year it was earned.

(4) Amounts under “All other annual compensation” consist primarily of sign-on bonus, retention award, severance payment, unused vacation pay and extended medical coverage.

(5) Mr. Palmiere joined the Company as an independent director on May 6, 2019. On the same date, the Company granted 50,000 Company DSUs, valued at C$1.033 each on such date, as a part of his independent director compensation. In addition, C$16,137 was paid to him as independent director fees up to July 30, 2019. On July 30, 2019, he assumed leadership of the Company as Interim President & CEO and C$350,000 was paid to him as base salary during 2019.

(6) Mr. Binedell joined the Company on August 26, 2019 as CFO. On the date he joined, an C$80,000 sign-on bonus (C$40,000 was paid in cash and the remaining C$40,000 was awarded as Company RSUs, valued at C$1.1185 for each Company RSU awarded, vesting equally over a 3-year period) was awarded to him.

(7) Mr. Caldwell stepped down as President & CEO effective July 31, 2019. Mr. Caldwell’s 2019 base salary consists of C$107,917 and $204,167. $ have been converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.

(8) 2019 other compensation to Mr. Caldwell includes a severance payment of C$2,585,480 and payment for unused vacation.

(9) 2018 base salary consists of C$185,000 and $350,000. $ have been converted to C$ using an exchange ratio of $1 to C$1.2957, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2018.

(10) On February 27, 2018, the Company granted Company RSUs, valued at C$4.76 each to Mr. Caldwell. The Company RSUs vest equally over a 3-year period.

(11) 2017 base salary consists of C$185,000 and C$350,000. $ have been converted to C$ using an exchange ratio of $1 to C$1.25 which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2017.

(12) Mr. Stackhouse resigned on September 11, 2019. On May 6, 2019, the Company granted 80,000 Company RSUs to Mr. Stackhouse, valued at C$1.033 each on such date.

(13) 2019 other compensation to Mr. Stackhouse includes a retention award of C$142,500, payment for unused vacation and annual executive health assessment.

(14) On January 28, 2018, the Company granted 53,500 Company RSUs, valued at C$4.76 each. The Company RSUs vest equally over a 3-year period.

(15) Mr. Kalathil was appointed on January 24, 2019 and departed March 5, 2020. On May 6, 2019, the Company granted 242,014 Company RSUs, valued at C$1.033 each on such date to Mr. Kalathil. Company RSUs vest equally over a 3-year period. On the date Mr. Kalathil joined the Company, a C$125,000 sign-on bonus was paid in cash.

(16) Mr. Holloway joined the Company on January 3, 2019. Mr. Holloway's 2019 base salary was $260,000. $ have been converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.

(17) In January, 2019, the Company granted 89,745 Company RSUs, valued at C$1.5194 each. The Company RSUs vest equally over a 3-year period.

(18) On the date Mr. Holloway joined the Company, a $21,500 sign-on bonus was paid in cash. $ have been converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.

(19) On May 6, 2019, the Company granted 100,000 Company RSUs to Ms. Zangari, valued at C$1.033 each on such date.

(20) Ms. Zangari joined the Company on September 10, 2018. On the date she joined, the Company granted 78,150 Company RSUs at C$3.39 each to Ms. Zangari.

### Outstanding Share-Based Awards and Option Based Awards

Set forth in the table below is a summary of all share-based and option-based awards held by each of the NEOs outstanding as of December 31, 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Option-Based Awards</th>
<th>Share-Based Awards(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of securities underlying unexercised Options (#)</td>
<td>Option exercise price</td>
</tr>
<tr>
<td>Allen Palmiere</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Suresh Kalathil</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>Nil</td>
<td>NA</td>
</tr>
</tbody>
</table>

Outstanding Share-Based Awards and Option Based Awards

Set forth in the table below is a summary of all share-based and option-based awards held by each of the NEOs outstanding as of December 31, 2019.

<table>
<thead>
<tr>
<th>Name</th>
<th>Option-Based Awards</th>
<th>Share-Based Awards(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of securities underlying unexercised Options (#)</td>
<td>Option exercise price</td>
</tr>
<tr>
<td>Allen Palmiere</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Suresh Kalathil</td>
<td>Nil</td>
<td>NA</td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>Nil</td>
<td>NA</td>
</tr>
</tbody>
</table>
(1) Share-Based Awards include Company RSUs. Values are based on the closing price of the Company Shares on the TSX on December 31, 2019 (C$0.70 per share).
(2) Mr. Caldwell and Mr. Stackhouse forfeited their long-term incentive plan awards when they resigned from the Company.

**Incentive Plan Awards - Value Vested During the Year**

Set forth below is a summary of the value vested during the financial year of the Company ended December 31, 2019 in respect of all option-based and share-based awards and non-equity incentive plan compensation granted to the NEOs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Option-based awards – value vested during the year(1)</th>
<th>Share-based awards – value vested during the year(2)</th>
<th>Non-equity incentive plan compensation – value earned during the year(3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Palmiere</td>
<td>Nil</td>
<td>C$35,000(4)</td>
<td>Nil</td>
</tr>
<tr>
<td>Leon Binedell</td>
<td>Nil</td>
<td>Nil</td>
<td>C$40,000</td>
</tr>
<tr>
<td>Suresh Kalathil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$125,000</td>
</tr>
<tr>
<td>Perry Holloway</td>
<td>Nil</td>
<td>Nil</td>
<td>C$27,924</td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>Nil</td>
<td>C$26,910</td>
<td>C$25,000</td>
</tr>
<tr>
<td>Scott Caldwell</td>
<td>Nil</td>
<td>C$211,501</td>
<td>Nil</td>
</tr>
<tr>
<td>Christopher Stackhouse</td>
<td>Nil</td>
<td>C$84,885</td>
<td>C$142,500</td>
</tr>
</tbody>
</table>

(1) Represents the aggregate dollar value that would have been realized if the Company Options had been exercised on the vesting date.
(2) Represents the aggregate dollar value that would have been realized if the Company RSUs (and in the case of Mr. Palmiere, the Company DSUs) were redeemed on the vesting date.
(3) Represents the aggregate dollar value of sign on bonus, retention bonus, annual bonus.
(4) Represents the aggregate dollar value of Company DSUs awarded and vested in 2019 in respect of Mr. Palmiere’s service as an independent director, being 50,000 Company DSUs based on their value as at December 31, 2019 (C$0.70). Although vested, Company DSUs are not settled until a separation event occurs in accordance with the Former DSU Plan.

For further details concerning the incentive plans of the Company, please see “Company Stock Option Plan” in the section of this Circular entitled “Securities Authorized for Issuance under Equity Compensation Plans”.

**Termination and Change of Control Benefits**

The Company was party to executive employment agreements with each of the NEOs listed below as at December 31, 2019. Mr. Caldwell and Mr. Stackhouse ceased to be employed by the Company prior to December 31, 2019 (see “Summary Compensation Table”, above).

**Leon Binedell**

Pursuant to the terms and conditions of an employment agreement (the “Binedell Employment Agreement”), Mr. Binedell was appointed as Chief Financial Officer of the Company on August 26, 2019. The Binedell Employment
Agreement provides for an initial annual salary of C$390,000 payable to Mr. Binedell plus various discretionary compensation. Pursuant to the Binedell Employment Agreement, Mr. Binedell is eligible to participate in the Company’s annual short-term and long-term incentive compensation programs that provide for cash bonuses and Company RSU/PSU grants if certain milestones are met. At target, Mr. Binedell is eligible to receive short-term incentive compensation equal to 60% of his annual base salary and long-term incentive compensation equal to 85% of his annual base salary. He is entitled to four weeks of paid vacation each year.

The Binedell Employment Agreement may be terminated by the Company:

(a) at any time without just cause upon providing 12 months written notice of termination plus payments of the executive’s minimum severance pay (if any) required by the Employment Standards Act, 2000 (Ontario) as amended from time to time (the “ESA”);

(b) by providing payments in lieu of the notice period in (a), in which case Mr. Binedell will receive either:

(i) provided that Mr. Binedell signs a release and indemnity following termination, payment of a lump sum equal to the aggregate of 12 months’ base salary and a payment equal to the average of the annual short-term incentive payments made to Mr. Binedell in the two years prior to the termination of his employment (or if Mr. Binedell has been employed for less than two years at the time of termination, the annual short-term incentive at target), as well as continuation of all benefits for the minimum period required by the ESA and thereafter continuation of all benefits that the insurer is prepared to continue for 12 months; or

(ii) if Mr. Binedell does not sign such release and indemnity, all of his minimum entitlements required by the ESA.

(c) At any time for just cause without notice or payment in lieu of notice, except for any minimum entitlements Mr. Binedell has pursuant to the ESA (if any); and in the event of a termination for just cause, Mr. Binedell will not be eligible to receive any payment of short term incentive compensation for any period worked in the calendar year of termination except if required, and to the minimum amount required, by the ESA.

The Binedell Employment Agreement may be terminated by Mr. Binedell:

(a) upon providing eight weeks’ advance written notice to the Company, which may be waived by the Company with no further obligation to Mr. Binedell other than providing him with any outstanding vacation pay, payment of his base salary to the end of the period of notice that has been waived, as well as a continuation of those benefits that the insurer is prepared to continue until the end of the period of notice that has been waived; and in the event of a such a resignation, Mr. Binedell will not be eligible to receive any payment of short term incentive compensation for any period worked in the calendar year of termination except if required, and to the minimum amount required, by the ESA;

(b) at any time with Good Reason (as defined below), in which case Mr. Binedell will receive either:

(i) provided that Mr. Binedell signs a release and indemnity following resignation, payment of a lump sum equal to the aggregate of 12 months’ base salary and a payment equal to the average of the annual short-term incentive payments made to Mr. Binedell in the two years prior to the termination of his employment (or if Mr. Binedell has been employed for less than two years at the time of termination, the annual short-term incentive at target), as well as continuation of all benefits for the minimum period required by the ESA and thereafter continuation of all benefits that the insurer is prepared to continue for 12 months; or

(ii) if Mr. Binedell does not sign such release and indemnity, all of his minimum entitlements required by the ESA.

Subject to Board discretion, Mr. Binedell is not eligible to receive any payments in respect of unvested long term incentive with respect to a termination without cause, a termination with cause, or resignation except if required by
long term incentive compensation that has already vested at the date of termination without cause or resignation will be payable in accordance with the terms of the applicable long term incentive plan.

The Binedell Employment Agreement also provides that in the event of a “Change of Control” and, within one year following such Change of Control: (a) the Company gives notice of its intention to terminate the employment of Mr. Binedell without just cause; or Mr. Binedell resigns for “Good Reason” (subject to a notice and cure period), Mr. Binedell will be entitled to receive the following:

(a) provided that Mr. Binedell signs a release and indemnity following termination or his resignation: (i) a lump sum payment equal to the aggregate of 18 months base salary; (ii) short-term incentive payment equal to 1.5 times the average of the short-term incentive payment made to Mr. Binedell in the two years prior to the termination of his employment (or if Mr. Binedell has been employed for less than two years, 1.5 times the annual short-term incentive at target); (iii) all long-term incentive compensation will, as of the date of termination, become unrestricted/vented and paid out based on the attainment of certain performance measures as of the date of termination; and (iv) all benefits will be continued for the minimum period required by the ESA and thereafter all benefits that the insurer is prepared to continue will be continued for 18 months; or

(b) if Mr. Binedell does not sign such release and indemnity, all of his minimum entitlements required by the ESA.

For the purposes of the Binedell Employment Agreement, a “Change of Control” is evidenced by the occurrence of any one or more of the following events:

(a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company and another corporation or other entity, as a result of which the holders of shares of the Company prior to the completion of the transaction hold less than 50% of the votes attached to all of the outstanding voting securities of the successor corporation or entity after completion of the transaction;

(b) a resolution is adopted to wind-up, dissolve or liquidate the Company;

(c) any person, entity or group of persons or entities acting jointly or in concert (the “Acquirer”) acquires, or acquires control (including, without limitation, the power to vote or direct the voting) of, voting securities of the Company which, when added to the voting securities owned of record or beneficially by the Acquirer or which the Acquirer has the right to vote or in respect of which the Acquirer has the right to direct the voting, would entitle the Acquirer and/or affiliates of the Acquirer to cast or direct the casting of 50% or more of the votes attached to all of the Company’s outstanding voting securities which may be cast to elect directors of the Company or the successor corporation (regardless of whether a meeting has been called to elect directors); or

(d) individuals who constitute the Continuing Directors cease for any reason to constitute at least a majority of the Board. (“Continuing Directors” are members of the Board as of the date of the employment agreement, and persons elected or appointed to the Board after the date of the employment agreement that were nominated or appointed by a majority of the existing directors (or such existing directors’ successor nominees).

For the purposes of the Binedell Employment Agreement, “Good Reason” means the occurrence of any one or more of the following events, in each case, without the NEO’s consent, which is not cured within three weeks following receipt of written notice:

(a) any materially adverse change in the NEO’s title, any material diminution in the NEO’s authority, duties or responsibility by the Company, or any other such action by the Company that constitutes constructive dismissal at law;

(b) a relocation of the NEO’s principle office to a location that is in excess of 100 kilometers from its then-current location; or
any material decrease in the NEO’s annual compensation, consideration in the aggregate, except a change that is contemplated pursuant to the provisions of the applicable Employment Agreement.

**Perry Holloway**

Pursuant to the terms and conditions of an employment agreement (the “**Holloway Employment Agreement**”), Mr. Holloway was appointed as Senior Vice President, Strategy & Corporate Affairs of the Company on January 21, 2019. The Holloway Employment Agreement provides for an annual salary of $260,000 payable to Mr. Holloway and various discretionary compensation. Pursuant to the Holloway Employment Agreement, Mr. Holloway is eligible to participate in the Company’s annual incentive compensation program. At target, Mr. Holloway is eligible to receive incentive compensation equal to 40% of his annual base salary. Mr. Holloway is also eligible to participate in the Company’s RSU/PSU Plan. He is entitled to four weeks of paid vacation each year.

The Holloway Employment Agreement may be terminated by the Company:

(a) at any time without cause, in which case Mr. Holloway will receive (contingent upon the Company receiving a signed release) payment in the form of 12 months salary continuance plus accrued but unused vacation to the date of termination; or

(b) at any time for cause without notice or payment in lieu of notice.

The Holloway Employment Agreement may be terminated by Mr. Holloway upon providing not less than one month notice to the Company (and the Company may waive such notice and provide payment in lieu thereof).

The Holloway Employment Agreement also provides that in the event of a “Change of Control” and, within 12 months following such Change of Control: (a) the Company gives notice of its intention to terminate the employment of Mr. Holloway for reasons other than for cause; or (b) Mr. Holloway’s duties, responsibilities and compensation are fundamentally diminished (“constructive dismissal”), Mr. Holloway will be entitled to receive (contingent upon the Company receiving a signed release):

(a) a severance package in a sum that is equal to 12 months’ annual base salary plus his annual target bonus; and

(b) any long-term incentive compensation will be considered fully vested on the date notice of termination is given and will remain exercisable until the date which is 90 days from the last day of active employment.

For the purposes of the Holloway Employment Agreement, a “change of control” is evidenced by the occurrence of a transaction or series of transactions as a result of which the Company becomes controlled by a Person who, together with any of its affiliates, beneficially owns shares of the Company. carrying more than 50% of the voting rights ordinarily exercisable at meetings of shareholders of the Company, such rights being sufficient to elect a majority of the directors of the Company.

**Lisa Zangari**

Pursuant to the terms and conditions of an employment agreement (the “**Zangari Employment Agreement**”), Ms. Zangari was appointed as Chief Talent Officer of the Company on September 4, 2018. The Zangari Employment Agreement provides for an annual salary of C$265,000 payable to Ms. Zangari and various discretionary compensation. Pursuant to the Zangari Employment Agreement, Ms. Zangari is eligible to participate in the Company’s annual incentive compensation program. At target, Ms. Zangari is eligible to receive incentive compensation equal to 40% of her annual base salary. Ms. Zangari is also eligible to participate in the Company’s RSU/PSU Plan. She is entitled to six weeks of paid vacation each year.

The Zangari Employment Agreement may be terminated by the Company or Ms. Zangari under the same circumstances as outlined in the Holloway Employment Agreement.

The Zangari Employment Agreement also provides that in the event of a “Change of Control” and, within 12 months following such Change of Control: (a) the Company gives notice of its intention to terminate the employment of Ms.
Zangari for reasons other than for cause; or (b) Ms. Zangari’s duties, responsibilities and compensation are fundamentally diminished (“constructive dismissal”), Ms. Zangari will be entitled to receive (contingent upon the Company receiving a signed release): 

(a) a severance package in a sum that is equal to 12 months’ annual base salary plus her annual target bonus; and 

(b) any long-term incentive compensation will be considered fully vested on the date notice of termination is given and will remain exercisable until the date which is 90 days from the last day of active employment.

For the purposes of the Zangari Employment Agreement, a “Change of Control” is evidenced by the same circumstances outlined in the Holloway Employment Agreement.

Suresh Kalathil

Pursuant to the terms and conditions of an employment agreement, as amended by an addendum dated January 20, 2019 (the “Kalathil Employment Agreement”), Mr. Kalathil was appointed as Chief Operating Officer of the Company on March 1, 2019.

The Kalathil Employment Agreement provides for an annual salary of C$375,000 payable to Mr. Kalathil. Pursuant to the Kalathil Employment Agreement, Mr. Kalathil is eligible to participate in the Company’s annual incentive compensation program. At target, Mr. Kalathil is eligible to receive incentive compensation equal to 75% of his base salary. Mr. Kalathil is also eligible to participate in the Company’s RSU/PSU Plan. He is entitled to four weeks of paid vacation each year.

The Kalathil Employment Agreement may be terminated by the Company:

(a) At any time without cause, in which case Mr. Kalathil will receive continuation of all benefits as required by the ESA, plus the greater of:

(i) payment in the form of 12 months salary continuance plus accrued but unused vacation to the date of termination (contingent upon the Company receiving a signed release); and

(ii) salary continuance from the date of termination until August 31, 2020 plus accrued but unused vacation to the date of termination (contingent upon the Company receiving a signed release).

(b) At any time for cause without notice or payment in lieu of notice.

Termination entitlements are inclusive of all termination and severance pay to which Mr. Kalathil is entitled under the ESA, the payment of accrued but unused vacation to the date of termination shall be calculated as required by the ESA, and the requirement to sign a release only applies to the amount to which Mr. Kalathil is entitled in excess of the ESA (if Mr. Kalathil refuses to sign the release, he receives his ESA entitlements).

The Kalathil Employment Agreement may be terminated by Mr. Kalathil upon providing not less than one months' notice to the Company.

Termination Without Cause and Following a Change of Control - Tables

The table below reflects estimated incremental payments, payables and benefits that would have been payable to each NEO under each Employment Agreement, if his or her employment had been terminated on December 31, 2019 either (i) without cause or (ii) following or in connection with a Change of Control (as defined in the relevant Executive Employment Agreement).

Mr. Kalathil, Mr. Caldwell and Mr. Stackhouse are not included in the below table as they are no longer employed by the Company. See “Summary Compensation Table”.

I - 25
Termination Without Cause

<table>
<thead>
<tr>
<th>Name</th>
<th>Severance (C$)</th>
<th>Accelerated Vesting of Options/RSUs (C$)</th>
<th>Continuation of Benefits</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leon Binedell</td>
<td>624,000</td>
<td>0</td>
<td>7,357</td>
<td>631,357</td>
</tr>
<tr>
<td>Perry Holloway(1)</td>
<td>337,688</td>
<td>0</td>
<td>-</td>
<td>337,688</td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>275,000</td>
<td>0</td>
<td>-</td>
<td>275,000</td>
</tr>
</tbody>
</table>

(1) Amounts converted to C$ using an exchange ratio of $1 to C$1.2988, which is the Bank of Canada’s annual exchange rate for the year ended December 31, 2019.

Termination Following Change of Control

<table>
<thead>
<tr>
<th>Name</th>
<th>Severance (C$)</th>
<th>Accelerated Vesting of Options/RSUs (C$)</th>
<th>Continuation of Benefits</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leon Binedell</td>
<td>936,000</td>
<td>25,033</td>
<td>11,036</td>
<td>972,069</td>
</tr>
<tr>
<td>Perry Holloway(1)</td>
<td>506,532</td>
<td>62,822</td>
<td>-</td>
<td>569,454</td>
</tr>
<tr>
<td>Lisa Zangari</td>
<td>385,000</td>
<td>106,470</td>
<td>-</td>
<td>491,470</td>
</tr>
</tbody>
</table>

Compensation of Directors (other than the CEO)

The annual compensation granted to the Non-Executive Chairman and the other members of the Board for the fiscal year ended December 31, 2019 is as set forth in the following table.

<table>
<thead>
<tr>
<th>Title</th>
<th>Cash Compensation (C$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair</td>
<td>115,000</td>
</tr>
<tr>
<td>Directors</td>
<td>50,000</td>
</tr>
<tr>
<td>Audit Chair</td>
<td>15,000</td>
</tr>
<tr>
<td>Other Committee Chair</td>
<td>12,000</td>
</tr>
<tr>
<td>Committee Participant</td>
<td>5,000</td>
</tr>
</tbody>
</table>

Travel fee in the amount of C$1,500 will be paid for round trip travel >3 hours.

Directors were also eligible to receive Company DSUs, which were determined annually by the Board.

The following table provides a summary of all annual and long-term compensation for services rendered in all capacities to the Company for the fiscal year ended December 31, 2019, in respect of the individuals who were, during the fiscal year ended December 31, 2019, directors of the Company other than the NEOs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Fees Earned</th>
<th>Share-based awards</th>
<th>Option-based awards</th>
<th>Non-equity incentive plan compensation</th>
<th>Pension value</th>
<th>All other compensation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Pangbourne</td>
<td>C$8,846</td>
<td>C$72,530(1)&amp;(2)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$81,376</td>
</tr>
<tr>
<td>Maryse Saint-Laurent</td>
<td>C$77,541 (3)</td>
<td>C$51,650 (1)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$129,191</td>
</tr>
<tr>
<td>René Marion</td>
<td>C$235,000 (3)</td>
<td>C$36,400 (4)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$271,400</td>
</tr>
<tr>
<td>Wendy Kei</td>
<td>C$191,951 (3)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$191,951</td>
</tr>
</tbody>
</table>

Former Directors

<table>
<thead>
<tr>
<th>Name</th>
<th>Fees Earned</th>
<th>Share-based awards</th>
<th>Option-based awards</th>
<th>Non-equity incentive plan compensation</th>
<th>Pension value</th>
<th>All other compensation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Ferry</td>
<td>C$3,500(3)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$3,500</td>
</tr>
<tr>
<td>David Beatty</td>
<td>C$41,621(3)</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>C$41,621</td>
</tr>
</tbody>
</table>
In addition to retainer, Board members are reimbursed C$1,500 per round trip air travel over three hours (which is not shown in the above table). As Allen Palmiere was an NEO during 2019, Mr. Palmiere’s compensation as an independent director is disclosed in the executive summary compensation table, in accordance with subsection 3.4 of Form 51-102F6 Statement of Executive Compensation, for the 2019 fiscal year. In July 2019, and with effect January 1, 2020, following consultation with its compensation advisors, and based on comparative data reviewed, the Board approved amendments to Director compensation to remove the discretion in the issuance of Company DSUs and instead to grant quarterly, the dollar equivalent of $115,000/4 to the non-executive chair and $75,000/4 to independent, non-executive directors in Company DSUs.

**Outstanding Share-Based Awards and Option-Based Awards**

Set forth in the table below is a summary of all share-based and option-based awards held by each of the directors of the Company other than the NEOs as of December 31, 2019.
<table>
<thead>
<tr>
<th>Director Name</th>
<th>Option-Based Awards</th>
<th>Share-Based Awards (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of securities underlying unexercised options (#)</td>
<td>Option exercise price (C$)</td>
</tr>
<tr>
<td>Alan Pangbourne</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Maryse Saint-Laurent</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>René Marion</td>
<td>33,334</td>
<td>C$3.12</td>
</tr>
<tr>
<td>Wendy Kei</td>
<td>66,667</td>
<td>C$3.54</td>
</tr>
<tr>
<td></td>
<td>20,000</td>
<td>C$9.17</td>
</tr>
</tbody>
</table>

**Former Directors**

<table>
<thead>
<tr>
<th>Name</th>
<th>Option-based awards – value vested during the year (C$)(1)</th>
<th>Share-based awards – value vested during the year (C$)(2)</th>
<th>Non-equity incentive plan compensation – value earned during the year (C$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Ferry</td>
<td>50,000</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>David Beatty</td>
<td>24,000</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Jean-Pierre Chauvin</td>
<td>50,000</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Michael Richings</td>
<td>50,000</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Peter Dey</td>
<td>Nil</td>
<td>Nil</td>
<td>C$35,000</td>
</tr>
</tbody>
</table>

(1) Share-Based Awards includes Company RSUs and Company DSUs. Values based on the closing price of the Company Shares on the TSX on December 31, 2019 (C$.70 per share).

**Incentive Plan Awards - Value Vested During the Year**

Set forth below is a summary of the value vested during the fiscal year ended December 31, 2019 in respect of all option-based and share-based awards and non-equity incentive plan compensation granted to the directors of the Company, other than the NEOs.
**Former Directors**

<table>
<thead>
<tr>
<th>Director Name</th>
<th>Equity Ownership Target (multiple of Annual Fees)</th>
<th>Equity Ownership Requirement (C$)</th>
<th>Total Value as at December 31, 2019(^1)</th>
<th>Multiple of Annual Fees</th>
<th>Requirement Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Ferry</td>
<td>Nil</td>
<td>Nil</td>
<td>C$115,850</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>David Beatty</td>
<td>Nil</td>
<td>C$10,330</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Jean-Pierre Chauvin</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Michael Richings</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Peter Dey</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

\(^1\) Represents the aggregate dollar value that would have been realized if the Company Options had been exercised on the vesting date.

\(^2\) Represents the aggregate dollar value that would have been realized if the Company DSUs were redeemed on the vesting date.

**Non-Executive Director Equity Ownership Requirements**

The Company’s Mandatory Equity Ownership Policy stipulates that each non-executive director must attain equity ownership having a value equal to at least three times their annual cash retainer, within three years of the date the individual became a director of the Company.

If the annual cash retainer is increased, each director is required to achieve the increased minimum equity ownership level within two years of the effective date of such increase. The stipulated equity ownership levels can be achieved only through the accumulation of Company Shares and vested and unvested Company RSUs and Company DSUs.

As of December 31, 2019, equity ownership achievement is as follows:

<table>
<thead>
<tr>
<th>Director Name</th>
<th>Equity Ownership Target (multiple of Annual Fees)</th>
<th>Equity Ownership Requirement (C$)</th>
<th>Total Value as at December 31, 2019(^1)</th>
<th>Multiple of Annual Fees</th>
<th>Requirement Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alan Pangbourne</td>
<td>3.0x</td>
<td>C$150,000</td>
<td>C$253,830</td>
<td>5.1x</td>
<td>Yes</td>
</tr>
<tr>
<td>Allen Palmiere</td>
<td>3.0x</td>
<td>C$150,000</td>
<td>C$50,190</td>
<td>1.0x</td>
<td>On Track</td>
</tr>
<tr>
<td>Maryse Saint-Laurent</td>
<td>3.0x</td>
<td>C$150,000</td>
<td>C$50,190</td>
<td>1.0x</td>
<td>On Track</td>
</tr>
<tr>
<td>René Marion</td>
<td>3.0x</td>
<td>C$345,000</td>
<td>C$712,983</td>
<td>6.2x</td>
<td>Yes</td>
</tr>
<tr>
<td>Wendy Kei</td>
<td>3.0x</td>
<td>C$150,000</td>
<td>C$234,050</td>
<td>4.4x</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Value based on the greater of the initial acquisition value of the Company Shares, Company DSUs or Company RSUs and the price of the Company Shares on the TSX as December 31, 2019.
APPENDIX J  
GUYANA GOLDFIELDS INC. BOARD OF DIRECTORS MANDATE

1. PURPOSE

The board of directors (the "Board") is responsible for the stewardship of the business and affairs of Guyana Goldfields Inc. (the "Company"). To discharge this responsibility, the Board will:
(a) appoint and supervise an executive team to manage the affairs of the Company;
(b) adopt, implement and monitor a strategic plan for the business, as recommended by the Chief Executive Officer (the "CEO");
(c) provide leadership to the Company by practising ethical and sustainable decision making in the best interests of the Company and its shareholders;
(d) ensure all material issues affecting the Company are given proper consideration, including identification of material risks and implement programs to mitigate those risks to the extent reasonable and possible; and
(e) direct management to ensure that all legal, regulatory and stock exchange requirements have been met.

The Board will conduct the procedures and manage the responsibilities and obligations set out above and below either directly or through committees of the Board, which presently consists of the Audit Committee, the Human Resources & Compensation Committee, the Corporate Governance & Nominating Committee and the Technical & Sustainability Committee. The Board will, however, retain its oversight function and ultimate responsibility for these matters and all other delegated responsibilities.

2. COMPOSITION

At least two-thirds of the Board shall consist of "independent" directors within the meaning of applicable securities laws, rules and policies, stock exchange rules and related regulatory requirements (collectively, "applicable law").

The directors of the Company will be elected at the annual meeting of the shareholders of the Company and shall serve no longer than the close of the next annual meeting of shareholders, subject to re-election at that meeting.

Nominees for membership on the Board will be recommended to the Board by the Corporate Governance & Nominating Committee. The Board will then recommend the nominees to the shareholders for election at the annual meeting. In selecting nominees as new directors, the Corporate Governance & Nominating Committee will assess the ability to contribute to the effective management of the Company, taking into account the needs of the Company and the individual’s background, experience, perspective, skills and knowledge that is appropriate and beneficial to the Company.

A quorum of directors may fill vacancies in existing or new director positions to the extent permitted by applicable law.

3. MEETINGS

The Board will have at least four meetings in each financial year of the Company. Additional meetings may be held from time to time as necessary or appropriate. The independent directors will hold an in camera session without the non-independent directors or management present when such a session is considered necessary or desirable.
The Non-Executive Chair of the Board (the “Non-Executive Chair”) and the CEO are responsible for establishing the agenda for each meeting of the Board. Prior to each Board meeting, the Non-Executive Chair and the CEO will discuss agenda items for the meeting. Materials for each meeting should be distributed to the Board in advance of the meeting. The Non-Executive Chair shall organize and lead the Board in the conduct of its business in accordance with this Mandate and corporate governance guidelines and policies.

Directors should make reasonable efforts to attend all meetings of the Board of Directors and of all Board committees upon which they serve. To prepare for meetings, directors should review the materials that are distributed in advance of those meetings. Although the Board recognizes that, on occasion, circumstances may prevent directors from attending meetings, directors are expected to ensure that other commitments do not materially interfere with the performance of their duties. Subject to extenuating circumstances (such as illness, for example), directors are expected to attend a minimum of 75% of regularly scheduled Board and committee meetings. Directors should also make reasonable efforts to attend the annual meeting of shareholders of the Company.

4. BOARD COMMITTEES

The Board may establish such committees as it deems appropriate and delegate to them such authority permitted by applicable law and the Company’s by-laws as the Board sees fit. The committees will operate in accordance with applicable law and their respective charters as adopted and amended from time to time by the Board.

The Board has established the following standing committees to assist the Board in discharging its responsibilities: the Audit Committee, the Human Resources & Compensation Committee, the Corporate Governance & Nominating Committee and the Technical & Sustainability Committee. Special committees will be established from time to time to assist the Board in connection with specific matters. The chair of each committee will report to the Board following meetings of the particular committee. The charters of each standing committee will be reviewed annually by the Board.

All of the members of the Audit Committee, Human Resources & Compensation Committee, Corporate Governance & Nominating Committee, and a majority of members of the Technical & Sustainability Committee, shall be directors whom the Board has determined are independent, taking into account applicable law.

5. SECRETARY AND MINUTES

The Board shall appoint a secretary (the “Secretary”) who need not be a director of the Company. The Secretary shall keep minutes of the meetings of the Board. Minutes of Board meetings shall be sent to all directors following each meeting of the Board.

6. OVERSIGHT OF MANAGEMENT AND THE BOARD

The Board discharges its responsibility for supervising the management of the business and affairs of the Company by delegating the day-to-day management of the Company to senior officers. The Board relies on senior officers to keep it apprised on a timely basis of all significant developments affecting the Company and its operations.

The Board is responsible for the appointment and replacement of senior officers of the Company. The Board will ensure that appropriate succession planning, including the appointment, training and monitoring of the senior officers of the Company, is in place.

The Board is responsible for satisfying itself as to the integrity of the CEO and the other senior officers of the Company and that such officers establish and maintain a culture of integrity throughout the Company.
The Board will annually consider what additional skills and competencies would be helpful to the Board, with the Corporate Governance & Nominating Committee being responsible for identifying specific candidates for consideration for appointment to the Board.

The Board will consider from time to time the appropriate size of the Board to facilitate effective decision-making. Any shareholder may propose a nominee for election to the Board either by means of a shareholder proposal upon compliance with the requirements of the Canada Business Corporations Act ("CBCA"), or such other statute applicable to the Company from time to time and the Company’s by-laws, or at the annual meeting in compliance with the requirements of the CBCA and the Company’s by-laws. The Board also recommends the number of directors on the Board to shareholders for approval, subject to compliance with the requirements of the CBCA and the Company’s by-laws. Between annual meetings, the Board may appoint directors to serve until the next annual meeting, subject to compliance with the requirements of the CBCA. Individual Board members are responsible for assisting the Board and the Corporate Governance & Nominating Committee in identifying and recommending new nominees for election to the Board, as needed or appropriate.

7. FINANCIAL MATTERS

The Board is responsible for monitoring the financial performance and other financial reporting matters. The Board shall be responsible for approving the Company’s audited financial statements and the notes thereto and related management discussion and analysis, which shall include:

(a) overseeing the accurate reporting of the financial performance of the Company to its shareholders on a timely and regular basis;

(b) overseeing that the financial results are reported fairly and in accordance with international financial reporting standards; and

(c) ensuring the integrity of the internal control and management information systems of the Company.

The Board shall consider any recommendation made by the Audit Committee with respect to the Company’s unaudited interim financial statements and notes thereto and related management discussion and analysis and, when not approved by the Audit Committee, approve such financial statements and notes thereto and management discussion and analysis.

The Board will review and approve the annual information form, management information circular and annual report of the Company.

The Board, primarily through the Audit Committee, monitors and ensures the integrity of the internal controls and procedures (including adequate management information systems) within the Company and its financial reporting procedures.

8. BUSINESS STRATEGY

Management is responsible for the development of an overall corporate strategy plan to be presented to the Board on an annual basis. The Board’s role is to ensure there is a strategic planning process and then review, question, validate, and ultimately approve the strategic plan and monitor its implementation annually. The Board reviews with management the strategic planning environment, the emergence of new opportunities, trends and risks and the implications of these developments for the strategic direction of the Company. The Board reviews and approves the Company’s financial objectives, plans and actions, including significant capital allocations and expenditures.

The Board monitors corporate performance, including assessing operating results to evaluate whether the business is being properly managed.
The Board, together with management, will identify principal business risks of the Company and direct management to implement programs to mitigate such risks to the extent reasonable and possible.

The Board reviews and approves the budget on an annual basis, including the spending limits and authorizations, as recommended by the Audit Committee and the Technical and Sustainability Committee and reviews updates to the budget including summaries of any material variances from the budget on a quarterly basis.

The Board is responsible for establishing and reviewing from time to time a dividend policy for the Company.

The Board will monitor matters relating to health, safety, sustainability and the environment and compliance with applicable regulations in such areas.

The Board is responsible for considering appropriate measures if the performance of the Company falls short of its goals or if other special circumstances warrant.

The Board reviews and approves material transactions not in the ordinary course of business.

9. COMMUNICATIONS AND REPORTING TO SHAREHOLDERS

The Board is responsible for overseeing the continuous disclosure program of the Company with a view to satisfying itself that procedures are in place to ensure that material information is disclosed accurately and in a timely fashion.

The Board approves a corporate disclosure policy that includes a framework for investor relations and a public disclosure policy.

10. CORPORATE GOVERNANCE

The Board is responsible for reviewing the compensation of members of the Board to ensure that the compensation appropriately reflects the responsibilities and risks involved in being an effective director and for reviewing the compensation of members of the senior management team to ensure that they are competitive within the industry and that the form of compensation aligns the interests of each such individual with those of the Company. Such review may be conducted by the Human Resources & Compensation Committee.

The Board is responsible for assessing its own effectiveness in fulfilling its mandate and evaluating the relevant disclosed relationships of each independent director.

The Board is responsible for developing and approving the CEO’s annual goals and objectives, and monitoring the CEO’s achievement of such goals and objectives.

The Board is responsible for developing the Company’s approach to corporate governance principles and guidelines that are specifically applicable to the Company.

The Board is responsible for ensuring appropriate standards of corporate conduct including, adopting a corporate code of ethics for all employees and senior management, and monitoring compliance with such code, if appropriate.

The Board, together with the Corporate Governance & Nominating Committee is responsible for providing an orientation and education program for new directors which deals with:

(a) the role of the Board and its committees;

(b) the nature and operation of the business of the Company; and
(c) the contribution which individual directors are expected to make to the Board in terms of both
time and resource commitments.

In addition, the Board together with the Corporate Governance & Nominating Committee is also
responsible for providing continuing education opportunities to existing directors so that individual
directors can maintain and enhance their abilities and ensure that their knowledge of the business of the
Company remains current, at the request of any individual director.

11. GENERAL

The Board is responsible for:

(a) approving and monitoring compliance with all significant policies and procedures within which
    the Company operates;

(b) approving policies and procedures designed to ensure that the Company operates at all times
    within applicable law and to appropriate ethical and moral standards;

(c) implementing the appropriate structures and procedures to ensure that the board functions
    independently of management;

(d) enforcing obligations of the directors respecting confidential treatment of the Company’s
    proprietary information and Board deliberations;

(e) establishing a process whereby members of the Board will be required on an annual basis to assess
    their own effectiveness as directors and the effectiveness of its committees; and

(f) performing such other functions as prescribed by applicable law or assigned to the Board in the
    Company’s governing documents.

The Board may at any time retain and determine compensation of outside financial, legal or other advisors
at the expense of the Company, which shall provide adequate funding for such purposes. Any director may,
subject to the approval of the Corporate Governance & Nominating Committee, retain an outside financial,
legal or other advisor at the expense of the Company.

All directors have open access to the Company’s senior management.

The Board encourages individual directors to make themselves available for consultation with management
outside Board meetings in order to provide specific advice and counsel on subjects where such directors
have special knowledge and experience.

12. BOARD SKILLS AND EFFECTIVENESS

The Board is responsible for assessing its own effectiveness in fulfilling this Mandate and regularly
assesses the needs of the Board from the point of view of the mix of skills and competencies required to
enable the Company to meet its business objectives. The Board consults with management on these
matters. Board effectiveness is also supported by:

(a) management ensuring that Board materials are distributed to directors in advance of regularly
    scheduled meetings to allow for sufficient review of materials;

(b) the conduct of periodic effectiveness assessments of the Board through a self-assessment or other
    form of assessment process which includes taking into account the views of Management;

(c) establishing Board committees and approving their mandates and the authorities as well as
    considering and affirming on a periodic basis the mandate of the Board; and
(d) establishing practices for the evaluation of committee effectiveness.

The Corporate Governance & Nominating Committee performs an annual evaluation of the effectiveness of the Board as a whole, the committees of the Board, and the contributions of individual directors.

13. CHANGES TO THE MANDATE

The Board may, from time to time, permit departures from these guidelines and responsibilities, either prospectively or retrospectively. These guidelines and responsibilities are not intended to give rise to civil liability on the part of the Company or its directors to shareholders, investors, customers, suppliers, competitors, employees or other persons, or to any other liability whatsoever on their part. These guidelines and responsibilities may be amended at any time.

14. FEEDBACK

The Board welcomes input and comments from shareholders of the Company relating to this Mandate. Such input and comments may be sent to the Board at the corporate address of the Company. Independent directors may be contacted through the Non-Executive Chair in writing to:
   Non-Executive Chair of the Board of Directors
   Guyana Goldfields Inc.
   375 University Avenue, Suite 802
   Toronto, ON M5G 2J5

15. ADOPTION

This Board of Directors Mandate was amended, restated and approved by the Board on March 25, 2019.
QUESTIONS?
NEED HELP VOTING?

CONTACT US

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