AMENDED NOTICE OF MEETING OF HOLDERS OF
10% SECURED GOLD-LINKED NOTES
DUE OCTOBER 30, 2017

and

AMENDED NOTICE OF MEETING OF HOLDERS OF
5% SENIOR UNSECURED NOTES
DUE AUGUST 11, 2018

and

AMENDED NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

of

GRAN COLOMBIA GOLD CORP.

each to be held on December 22, 2015

and

SUPPLEMENTAL MANAGEMENT INFORMATION CIRCULAR

with respect to a proposed

PLAN OF ARRANGEMENT

November 30, 2015

These materials are important and require your immediate attention and should be carefully read in conjunction with the management information circular of Gran Colombia Gold Corp. dated October 27, 2015. They require securityholders of Gran Colombia Gold Corp. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal or other professional advisors. For any questions relating to voting at the upcoming meetings, please contact our proxy advisory and solicitation agent, Kingsdale Shareholder Services at 1-866-581-0508 or by email at contactus@kingsdaleshareholder.com

Contents

LETTER TO SECURITYHOLDERS

November 30, 2015

To the holders of: 10% Secured Gold-Linked Notes due October 30, 2017 (the **Gold Notes**) and
5% Senior Unsecured Notes due August 11, 2018 (the **Silver Notes**, and together with the Gold Notes, the **Notes**)
of Gran Colombia Gold Corp. (**Gran Colombia** or the **Company**)

And to the holders of: Common Shares of the Company (the **Common Shares**)

On October 27, 2015, the Company mailed to its securityholders an information circular (the **Circular**) that set out terms of a comprehensive debt restructuring it felt would be acceptable to holders of the Notes and its shareholders. After further consultation with the holders of Company's Gold and Silver Notes, it became apparent that the terms needed to be revised in order to receive approval for the comprehensive debt restructuring proposal (the **Revised Arrangement**) to be implemented pursuant to a plan of arrangement (the **Plan of Arrangement**) under the *Business Corporations Act* (British Columbia) (the **BCA**).

To allow for the time required to disseminate this supplemental circular and materials in respect of the Revised Arrangement to holders of the Gold Notes, Silver Notes and common shares, the special meetings originally scheduled for November 27, 2015 were re-scheduled to Tuesday, December 22, 2015. The record date of October 26, 2015 for the meetings of the holders of the Gold Notes, Silver Notes and common shares remains unchanged.

The Revised Arrangement is described in detail in the Supplemental Management Information Circular (the **Supplemental Circular**) accompanying this letter, but in summary, it includes the following terms:

- all accrued and unpaid interest on the 10% Secured Gold-Linked Notes due 2017 (the **Gold Notes**) and 5.0% Senior Unsecured Silver-Linked Notes due 2018 (the **Silver Notes**) will be added to the principal amount of each Gold Note and Silver Note;

- the exchange of the sum of the aggregate principal amount of Gold Notes (together with all accrued and unpaid interest as noted above) plus a restructuring fee in the amount of US$2 million (the **Restructuring Fee**) for the same amount of PIK-Toggle Senior Secured Convertible Debentures due 2020;

- the exchange of the principal amount of the Silver Notes (together with all accrued and unpaid interest as noted above) for the same amount in PIK-Toggle Senior Unsecured Convertible Debentures due 2018; and

- the option to holders of each of the Gold and Silver Notes to elect to convert up to 100% of their respective notes (together with, in the case of holders of Gold Notes, their pro rata portion of the Restructuring Fee) on the effective date of the Revised Arrangement into common shares of the Company at a conversion price of US$0.13 per common share, approximately equal to C$0.17, the volume weighted average price of the Company's common shares for the 20 consecutive trading days ended November 27, 2015, based on the closing Bank of Canada exchange rate on November 27, 2015.

Information concerning how to vote, or how to maintain or change your vote if you have already voted, is contained in the Supplemental Circular, and we ask you to read both the Circular and the Supplemental Circular carefully.

The holders of the Gold Notes will be asked to approve the Plan of Arrangement at the meeting of holders of Gold Notes scheduled to be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 10:30 a.m. (Toronto time) on December 22, 2015.

The holders of the Silver Notes will be asked to approve the Plan of Arrangement at the meeting of holders of Silver Notes scheduled to be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 11:30 a.m. (Toronto time) on December 22, 2015.

The holders of the Common Shares will be asked to approve certain matters related to the Revised Arrangement and the Company's restructuring more generally at the meeting of holders of Common Shares scheduled to be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 9:30 a.m. (Toronto time) on December 22, 2015.

Management of the Company and the Board believe that it is extremely important that the Revised Arrangement and related restructuring matters be approved and implemented. We urge you to give serious attention to the Revised Arrangement and such related restructuring matters and to support them in person or by proxy at the applicable meeting to be held on December 22, 2015. The revised proposal is integral to our objectives of normalizing the Company's capital structure, enhancing liquidity, and positioning the Company for future growth and profitability; objectives to which management of the Company and the Board are committed. We hope that we will receive your support.

If you require further information or assistance completing and submitting your proxy, please contact our proxy advisory and solicitation agent, Kingsdale Shareholder Services, by calling toll-free 1-866-581-0508 or 416-867-2272 outside of North America or by email at contactus@kingsdaleshareholder.com.

Yours very truly,

(signed) "*Serafino Iacono*"
Serafino Iacono, Executive Co-Chairman

AMENDED NOTICE OF MEETING OF GOLD NOTEHOLDERS

NOTICE IS HEREBY GIVEN that a meeting (the **Gold Noteholders' Meeting**) of the holders (the **Gold Noteholders**) of the 10% Secured Gold-Linked Notes due October 30, 2017 (the **Gold Notes**) of Gran Colombia Gold Corp. (the **Company**) will be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 10:30 a.m. (Toronto time) on December 22, 2015 for the following purposes:

1 **TO CONSIDER**, pursuant to an interim order of the Supreme Court of British Columbia (the **Court**) dated October 27, 2015 and as amended on November 27, 2015 (the **Interim Order**), and if deemed advisable to pass, with or without variation, a special resolution (the **Gold Noteholders' Arrangement Resolution**), the full text of which is set forth in Appendix A to the accompanying supplemental management information circular (the **Supplemental Circular**), to approve an arrangement (the **Revised Arrangement**) under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia), which Revised Arrangement is more particularly described in the Supplemental Circular; and

2 **TO TRANSACT** such other business as may properly come before the Gold Noteholders' Meeting or any postponement or adjournment thereof.

The record date (the **Record Date**) for entitlement to vote at the Gold Noteholders' Meeting is October 26, 2015.

The requisite approval for the Gold Noteholders' Arrangement Resolution is: (i) 75% of the votes cast on the Gold Noteholders' Arrangement Resolution by Gold Noteholders, as determined based on the value of Gold Notes, present in person or represented by proxy at the Gold Noteholders' Meeting; and (ii) a simple majority of the votes cast on the Gold Noteholders' Arrangement Resolution by Gold Noteholders, as determined based on the number of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting. At the Gold Noteholders' Meeting, (a) for the purpose of determining the number of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting, voting on the Revised Arrangement, each beneficial Gold Noteholder as of the Record Date will have one vote; and (b) for the purpose of determining the value of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting, voting on the Revised Arrangement, each Gold Noteholder as of the Record Date will have one vote for each $1.00 of principal amount of Gold Notes held by such Gold Noteholder as of the Record Date.

The procedures by which Gold Noteholders may exercise their right to vote with respect to the matters at the Gold Noteholders' Meeting will vary depending on whether a Gold Noteholder is a **Registered Gold Noteholder** (that is, a Gold Noteholder who holds Gold Notes directly in his, her or its own name and is entered on the register of the Gold Notes as a holder of Gold Notes) or a **Non-Registered Gold Noteholder** (that is, a Gold Noteholder who holds Gold Notes through an intermediary such as a bank, trust company, securities dealer or broker).

A Registered Gold Noteholder may attend the Gold Noteholders' Meeting in person or may be represented by proxy. Whether or not a Registered Gold Noteholder is able, or plans, to attend the Gold Noteholders' Meeting, or any adjournment or postponement thereof, in person, they are requested to date, sign and return the enclosed **BLUE** form of proxy (the **BLUE Proxy Form**) for use at the Gold Noteholders' Meeting or any adjournment or postponement thereof.

To be effective, the BLUE Proxy Form must be submitted using one of the following methods:

(a) delivery by facsimile to 416-595-9593,

(b) delivery by mail so as to reach or be deposited with the Secretary of the Company, c/o TMX Equity Transfer Services, at its offices at 200 University Avenue, Suite 300, Toronto, Ontario, Canada, M5H 4H1, or

(c) electronically (at www.voteproxyonline.com),

in each case **by no later than 10:30 a.m. (Toronto time) on December 18, 2015**, or in the event the Gold Noteholders' Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Gold Noteholders' Meeting.

The time limit for deposit of BLUE Proxy Forms may be waived or extended by the Chairman of the Gold Noteholders' Meeting at his discretion, without notice. The Chairman of the Gold Noteholders' Meeting is under no obligation to accept or reject any particular late BLUE Proxy Form.

The persons named in the enclosed BLUE Proxy Form are officers of the Company. Each Gold Noteholder has the right to appoint a proxyholder other than such persons, who need not be a Gold Noteholder, to attend and to act for such Gold Noteholder and on such Gold Noteholder's behalf at the Gold Noteholders' Meeting.

Non-Registered Gold Noteholders must seek instructions on how to complete their BLUE Proxy Form or voting instruction form and vote their Gold Notes from their broker, trustee, financial institution or other nominee, as applicable.

The disinterested members of the Board of Directors of the Company unanimously recommend that Gold Noteholders **VOTE FOR** the Gold Noteholders' Arrangement Resolution. In the absence of any instruction to the contrary, the Gold Notes represented by proxies appointing the management designees named in the accompanying BLUE Proxy Form will be **VOTED FOR** the Gold Noteholders' Arrangement Resolution.

The forms of proxies or voting instruction forms that were previously provided to Gold Noteholders for use at the original meeting remain valid. If a Gold Noteholder has voted on the matters as set out therein, such vote will be voted at the Meeting in the same manner indicated by such Gold Noteholder in respect of the Revised Arrangement as set out in the Supplemental Circular.

If you require further information or assistance completing and submitting your BLUE Proxy Form, please contact Kingsdale Shareholder Services, by calling toll-free 1-866-581-0508 or 416-867-2272 outside of North America or by email at contactus@kingsdaleshareholder.com.

DATED at Toronto, Ontario, this 30th day of November, 2015.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Peter Volk*"
Peter Volk, General Counsel & Secretary

AMENDED NOTICE OF MEETING OF SILVER NOTEHOLDERS

NOTICE IS HEREBY GIVEN that a meeting (the **Silver Noteholders' Meeting**) of the holders (the **Silver Noteholders**) of the 5% Senior Unsecured Notes due August 11, 2018 (the **Silver Notes**) of Gran Colombia Gold Corp. (the **Company**) will be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 11:30 a.m. (Toronto time) on December 22, 2015 for the following purposes:

1 **TO CONSIDER**, pursuant to an interim order of the Supreme Court of British Columbia (the **Court**) dated October 27, 2015 and as amended on November 27, 2015 (the **Interim Order**), and if deemed advisable to pass, with or without variation, a special resolution (the **Silver Noteholders' Arrangement Resolution**), the full text of which is set forth in Appendix B to the accompanying supplemental management information circular (the **Supplemental Circular**), to approve an arrangement (the **Revised Arrangement**) under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia), which Revised Arrangement is more particularly described in the Supplemental Circular; and

2 **TO TRANSACT** such other business as may properly come before the Silver Noteholders' Meeting or any postponement or adjournment thereof.

The record date (the **Record Date**) for entitlement to vote at the Silver Noteholders' Meeting is October 26, 2015.

The requisite approval for the Silver Noteholders' Arrangement Resolution is: (i) 75% of the votes cast on the Silver Noteholders' Arrangement Resolution by Silver Noteholders, as determined based on the value of Silver Notes, present in person or represented by proxy at the Silver Noteholders' Meeting; and (ii) a simple majority of the votes cast on the Silver Noteholders' Arrangement Resolution by Silver Noteholders, as determined based on the number of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting. At the Silver Noteholders' Meeting, (a) for the purpose of determining the number of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting, voting on the Revised Arrangement, each beneficial Silver Noteholder as of the Record Date will have one vote; and (b) for the purpose of determining the value of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting, voting on the Revised Arrangement, each Silver Noteholder as of the Record Date will have one vote for each $1.00 of principal amount of Silver Notes held by such Silver Noteholder as of the Record Date.

The procedures by which Silver Noteholders may exercise their right to vote with respect to the matters at the Silver Noteholders' Meeting will vary depending on whether a Silver Noteholder is a **Registered Silver Noteholder** (that is, a Silver Noteholder who holds Silver Notes directly in his, her or its own name and is entered on the register of the Silver Notes as a holder of Silver Notes) or a **Non-Registered Silver Noteholder** (that is, a Silver Noteholder who holds Silver Notes through an intermediary such as a bank, trust company, securities dealer or broker).

A Registered Silver Noteholder may attend the Silver Noteholders' Meeting in person or may be represented by proxy. Whether or not a Registered Silver Noteholder is able, or plans, to attend the Silver Noteholders' Meeting, or any adjournment or postponement thereof, in person, they are requested to date, sign and return the enclosed **PINK** form of proxy (the **PINK Proxy Form**) for use at the Silver Noteholders' Meeting or any adjournment or postponement thereof.

To be effective, the PINK Proxy Form must be submitted using one of the following methods:

(a) delivery by facsimile to 416-595-9593,

(b) delivery by mail so as to reach or be deposited with the Secretary of the Company, c/o TMX Equity Transfer Services, at its offices at 200 University Avenue, Suite 300, Toronto, Ontario, Canada, M5H 4H1, or

(c) electronically (at www.voteproxyonline.com),

in each case **by no later than 11:30 a.m. (Toronto time) on December 18, 2015**, or in the event the Silver Noteholders' Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Silver Noteholders' Meeting.

The time limit for deposit of PINK Proxy Forms may be waived or extended by the Chairman of the Silver Noteholders' Meeting at his discretion, without notice. The Chairman of the Silver Noteholders' Meeting is under no obligation to accept or reject any particular late PINK Proxy Form.

The persons named in the enclosed PINK Proxy Form are officers of the Company. Each Silver Noteholder has the right to appoint a proxyholder other than such persons, who need not be a Silver Noteholder, to attend and to act for such Silver Noteholder and on such Silver Noteholder's behalf at the Silver Noteholders' Meeting.

Non-Registered Silver Noteholders must seek instructions on how to complete their PINK Proxy Form or voting instruction form and vote their Silver Notes from their broker, trustee, financial institution or other nominee, as applicable.

The disinterested members of the Board of Directors of the Company unanimously recommend that Silver Noteholders **VOTE FOR** the Silver Noteholders' Arrangement Resolution. In the absence of any instruction to the contrary, the Silver Notes represented by proxies appointing the management designees named in the accompanying PINK Proxy Form will be **VOTED FOR** the Silver Noteholders' Arrangement Resolution.

The forms of proxies or voting instruction forms that were previously provided to Silver Noteholders for use at the original meeting remain valid. If a Silver Noteholder has voted on the matters as set out therein, such vote will be voted at the Meeting in the same manner indicated by such Silver Noteholder in respect of the Revised Arrangement as set out in the Supplemental Circular .

If you require further information or assistance completing and submitting your PINK Proxy Form, please contact Kingsdale Shareholder Services, by calling toll-free 1-866-581-0508 or 416-867-2272 outside of North America or by email at contactus@kingsdaleshareholder.com.

DATED at Toronto, Ontario, this 30th day of November, 2015.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Peter Volk*"
Peter Volk, General Counsel & Secretary

AMENDED NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the **Shareholders' Meeting**) of the holders (the **Shareholders**) of common shares (the **Common Shares**) of Gran Colombia Gold Corp. (the **Company**) will be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario at 9:30 a.m. (Toronto time) on December 22, 2015 for the following purposes:

1 **TO CONSIDER** and if deemed advisable to pass, with or without variation, an ordinary resolution (the **Shareholders' Issuance Resolution**), the full text of which is set forth under "*Resolution 1 – Shareholders' Issuance Resolution*" in Appendix C to the accompanying supplemental management information circular (the **Supplemental Circular**), to approve the issuance of up to a maximum of 1,437,125,273 Common Shares (representing approximately 6,063% of the current issued and outstanding Common Shares) issuable upon:

(a) conversion of debentures that may be issued by the Company; and/or

(b) the exchange of certain existing notes issued by the Company for Common Shares,

all as pursuant to an arrangement under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) and as more particularly described in the Supplemental Circular;

2 **TO CONSIDER** and if deemed advisable to pass, with or without variation, an ordinary resolution (the **Shareholders' Restructuring Resolution**), the full text of which is set forth under "*Resolution 2 – Shareholders' Restructuring Resolution*" in Appendix C of the Supplemental Circular, to approve the Company's debt restructuring transaction involving the transaction contemplated under the Revised Arrangement, as more particularly described in the Supplemental Circular;

3 **TO CONSIDER** and if deemed advisable to pass, with or without variation, an ordinary resolution (the **Shareholders' Director Election Resolution**, and together with the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution, the **Shareholders' Resolutions**), the full text of which is set forth under "*Resolution 3 – Shareholders' Director Election Resolution*" in Appendix C to set the number of directors of the Company at six (6) and to elect Peter Volk as a director of the Company; and

4 **TO TRANSACT** such other business as may properly come before the Shareholders' Meeting or any postponement or adjournment thereof.

The record date (the **Record Date**) for entitlement to vote at the Shareholders' Meeting is October 26, 2015.

The requisite approval for the Shareholders' Issuance Resolution is a simple majority of the votes cast on the Shareholders' Issuance Resolution by Shareholders present in person or represented by proxy at the Shareholders' Meeting, excluding certain interested Shareholders, in accordance with the rules of the Toronto Stock Exchange. The requisite approval for the Shareholders' Restructuring Resolution is a simple majority of the votes cast on the Shareholders' Restructuring Resolution by Shareholders present in person or by proxy at the Shareholders' Meeting, excluding Shareholders that are "interested parties", "related parties" of any interested parties and "joint actors" of the foregoing (as such terms are defined in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (**MI 61-101**) in accordance with the requirements of MI 61-101). The requisite approval for the Shareholders' Director Election Resolution, as it relates to the setting of the number of directors of the Company, is a simple majority of the votes cast thereon by Shareholders present in person or by proxy at the Shareholders' Meeting. The director nominee with the greatest number of votes cast by Shareholders present in person or by proxy at the Shareholders' Meeting will be elected as a director of the Company.

Each Common Share entitled to be voted at the Shareholders' Meeting will entitle the holder thereof as of the Record Date to one vote at the Shareholders' Meeting in respect of the Shareholders' Resolutions.

The procedures by which Shareholders may exercise their right to vote with respect to the matters at the Shareholders' Meeting will vary depending on whether a Shareholder is a **Registered Shareholder** (that is, a Shareholder who holds Common Shares directly in his, her or its own name and is entered on the Shareholder register) or a **Non-Registered Shareholder** (that is, a Shareholder who holds Common Shares through an intermediary such as a bank, trust company, securities dealer or broker).

A Registered Shareholder may attend the Shareholders' Meeting in person or may be represented by proxy. Whether or not a Registered Shareholder is able, or plans, to attend the Shareholders' Meeting, or any adjournment or postponement thereof, in person, they are requested to date, sign and return the enclosed **YELLOW** form of proxy (the **YELLOW Proxy Form**) for use at the Shareholders' Meeting or any adjournment or postponement thereof.

To be effective, the YELLOW Proxy Form must be submitted using one of the following methods:

(a) delivery by facsimile to 416-595-9593,

(b) delivery by mail so as to reach or be deposited with the Secretary of the Company, c/o TMX Equity Transfer Services, at its offices at 200 University Avenue, Suite 300, Toronto, Ontario, Canada, M5H 4H1, or

(c) electronically (at www.voteproxyonline.com),

in each case **by no later than 9:30 a.m. (Toronto time) on December 18, 2015**, or in the event the Shareholders' Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Shareholders' Meeting.

The time limit for deposit of YELLOW Proxy Forms may be waived or extended by the Chairman of the Shareholders' Meeting at his discretion, without notice. The Chairman of the Shareholders' Meeting is under no obligation to accept or reject any particular late YELLOW Proxy Form.

The persons named in the enclosed YELLOW Proxy Form are officers of the Company. Each Shareholder has the right to appoint a proxyholder other than such persons, who need not be a Shareholder, to attend and to act for such Shareholder and on such Shareholder's behalf at the Shareholders' Meeting.

Non-Registered Shareholders must seek instructions on how to complete their YELLOW Proxy Form or voting instruction form and vote their Common Shares from their broker, trustee, financial institution or other nominee, as applicable.

The disinterested members of the Board of Directors of the Company unanimously recommend that Shareholders **VOTE FOR** the Shareholders' Resolutions. In the absence of any instruction to the contrary, the Common Shares represented by proxies appointing the management designees named in the accompanying YELLOW Proxy Form will be **VOTED FOR** the Shareholders' Resolutions.

The forms of proxies or voting instruction forms that were previously provided to Shareholders for use at the original meeting remain valid. If a Shareholder has voted on the matters as set out therein, such vote will be voted at the Meeting in the same manner indicated by such Shareholder in respect of the Shareholders' Resolutions as set out in the Supplemental Circular.

If you require further information or assistance completing and submitting your YELLOW Proxy Form, please contact Kingsdale Shareholder Services, by calling toll-free 1-866-581-0508 or 416-867-2272 outside of North America or by email at contactus@kingsdaleshareholder.com.

DATED at Toronto, Ontario, this 30th day of November, 2015.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Peter Volk*"
Peter Volk, General Counsel & Secretary

GLOSSARY OF TERMS

In this Supplemental Circular, unless the subject matter or context is inconsistent therewith or unless otherwise provided, the following terms have the meanings set forth below. All capitalized terms that are used but not defined in this Supplemental Circular have the respective meanings given to them in the Original Circular. To the extent there is any inconsistency between terms defined both in the Supplemental Circular and the Original Circular, the definition used in the Supplemental Circular shall prevail.

2018 Event of Default has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Certain Terms of the Amended and Restated Silver Indenture – Events of Default*" in this Supplemental Circular;

2018 Debenture Conversion Date has the meaning ascribed thereto under "*Summary of the Supplemental Circular– Revised Terms of the 2018 Debentures and the Amended and Restated Silver Indenture – Revised Terms of the 2018 Debentures - Conversion*" in this Supplemental Circular;

2018 Debenture Conversion Price has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures - Summary of Key Terms of 2018 Debentures – Conversion*" in this Supplemental Circular;

2018 Debenture Maturity Date means August 11, 2018;

2018 Debentures means the PIK-Toggle Senior Unsecured Convertible Debentures due 2018 to be issued under the Amended and Restated Silver Indenture, including the PIK 2018 Debentures;

2020 Debenture Conversion Date has the meaning ascribed thereto under "*Summary of the Supplemental Circular – Revised Terms of the 2020 Debentures and the Amended and Restated Gold Indenture – Conversion* in this Supplemental Circular;

2020 Debenture Conversion Price has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures - Summary of Key Terms of 2020 Debentures – Conversion*" in this Supplemental Circular;

2020 Debenture Event of Default has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures - Summary of Certain Terms of the Amended and Restated Gold Indenture – Events of Default*" in this Supplemental Circular*;*

2020 Debenture Guarantees has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures - Summary of Key Terms of 2020 Debentures – Security*" in this Supplemental Circular;

2020 Debenture Maturity Date means January 2, 2020;

2020 Debentures means the PIK-Toggle Senior Secured Convertible Debentures due 2020 to be issued under the Amended and Restated Gold Indenture, including the PIK 2020 Debentures;

AIF means the Company's Annual Information Form dated as of March 31, 2015;

Amended and Restated Gold Indenture means the Amended and Restated Indenture to be entered into among Gran Colombia, as issuer, Equity, as trustee, and others, pursuant to which the 2020 Debentures will be issued;

Amended and Restated Indentures means, collectively, the Amended and Restated Gold Indenture and the Amended and Restated Silver Indenture;

Amended and Restated Silver Indenture means the Amended and Restated Indenture to be entered into among Gran Colombia, as issuer, Equity, as trustee, and others, pursuant to which the 2018 Debentures will be issued;

Amended Notice of Hearing of Petition means the amended notice of petition in respect of the Revised Arrangement, a copy of which is attached as Appendix F to this Supplemental Circular;

BCBCA means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended;

BCBCA Proceedings means the proceedings commenced by the Company under the BCBCA for approval of the Plan of Arrangement;

BLUE Proxy Form has the meaning ascribed thereto under "*Questions and Answers About the Revised Arrangement*" in this Supplemental Circular;

Broadridge means Broadridge Financial Solutions, Inc.;

Business Day means any day, other than a Saturday, or a Sunday or a statutory or civic holiday, on which banks are generally open for business in Toronto, Ontario;

Board means the board of directors of the Company;

CDS means CDS Clearing and Depositary Services Inc. or its nominee, which at the date of this Supplemental Circular is CDS & Co., or any successor thereof;

change of control has the meaning ascribed thereto in the section entitled "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Certain Terms of the Amended and Restated Gold Indenture – Change of Control*" in this Supplemental Circular;

Collateral has the meaning ascribed thereto in the Amended and Restated Gold Indenture;

Collateral Agent has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of the 2020 Debentures – Collateral Agent*" in this Supplemental Circular;

Collateral Trust Agreement has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of the 2020 Debentures – Collateral Trust Agreement*" in this Supplemental Circular;

Colombian Operating Subsidiaries means, collectively, Zandor Capital, S.A., Minera Croesus, S.A., Mineros Nacionales, S.A., and Mineros Andinos de Occidente, S.A.;

Common Shares means the common shares in the capital of the Company;

Company or **Gran Colombia** means Gran Colombia Gold Corp.;

Court means the Supreme Court of British Columbia;

Consolidated EBITDA has the meaning ascribed thereto in the Amended and Restated Indentures;

CRA means the Canada Revenue Agency;

Current Market Price has the meaning ascribed thereto in the Amended and Restated Gold Indenture and the Amended and Restated Silver Indenture, as applicable;

Debentures means, collectively, the 2020 Debentures and the 2018 Debentures;

Depositary means Equity Financial Trust Company, appointed for the purpose of, among other things, exchanging certificates representing Gold Notes and Silver Notes for certificates representing 2020 Debentures and 2018 Debentures, respectively, in connection with the Revised Arrangement;

Disinterested Shareholders means the Shareholders, other than certain insiders who hold Notes, namely Serafino Iacono, Miguel de la Campa, Jaime Perez Branger, Michael Davies, Peter Volk, Blue Pacific Assets Corp., Jose Francisco Arata and Laureano von Siegmund;

Effective Date means the Business Day on which the Revised Arrangement becomes effective in accordance therewith;

Effective Time means 12:01 a.m. on the Effective Date;

Elected Common Shares means the Common Shares to be issued to Gold Noteholders and Silver Noteholders in accordance with their respective elections pursuant to the Revised Arrangement in satisfaction of all or a portion of the aggregate principal amount of Gold Notes or Silver Notes, including accrued and unpaid interest and any other amounts capitalized thereon;

Equity means Equity Financial Trust Company;

Excess Cash Flow has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures - Summary of Key Terms of 2020 Debentures – Cash Flow Sweep*" in this Supplemental Circular;

Exchange or **TSX** means the Toronto Stock Exchange;

Exchange Date means the Business Day immediately before the Effective Date;

Exchange Time means the time on the Exchange Date as of which certain registrations or holdings are to be determined as provided for in the Plan of Arrangement, being 6:00 p.m. Eastern Standard Time;

Excluded Claim means any claims of the Trustee or the Company's advisors or any claim accruing after the Effective Date;

Extension Order has the meaning ascribed thereto under "*Certain Legal and TSX Matters – Court Approval*" in this Supplemental Circular;

Final Order means the final Order of the Court pursuant to section 291 of the BCBCA approving the Revised Arrangement;

Gold Noteholders means all holders of Gold Notes as of the Record Date, and **Gold Noteholder** means any one of them;

Gold Noteholders' Arrangement Resolution means the resolution of the Gold Noteholders to approve the Plan of Arrangement, the full text of which is attached as Appendix A to this Supplemental Circular, to be considered at the Gold Noteholders' Meeting;

Gold Noteholders' Meeting means the meeting of the Gold Noteholders, including any adjournments or postponements thereof, to be held to, among other things, consider and if deemed advisable approve the Gold Noteholders' Arrangement Resolution;

Gold Notes means all of the 10% Secured Gold-Linked Notes due October 30, 2017 issued pursuant to the Gold Notes Indenture and outstanding as of the Record Date, and **Gold Note** means any one of them;

Gold Notes Indenture means the Indenture dated as of October 30, 2012 among Gran Colombia, as issuer, Equity, as trustee, and others, pursuant to which Gran Colombia issued the Gold Notes;

Gold Notes OM means the Confidential Offering Memorandum in respect of the Gold Notes, dated October 22, 2012;

Governmental Entity means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

GMP means GMP Securities L.P.;

Gran Colombia Group means, collectively, Gran Colombia and the Colombian Operating Subsidiaries;

Indentures means, collectively, the Gold Notes Indenture and the Silver Notes Indenture;

Interim Order means the Order of the Court made on October 27, 2015, as amended by the Extension Order, in the BCBCA Proceedings, copies of which are set forth in Appendix E to this Supplemental Circular, as such order may be amended, restated or varied from time to time;

Intermediary means a broker, custodian, trustee, nominee or other intermediary through which a Non-Registered Noteholder or Non-Registered Shareholder holds its Notes or Common Shares, respectively;

Kingsdale means Kingsdale Shareholders Services, the proxy solicitation agent in connection with the Meetings;

Letter of Transmittal and Election Form means the letter of transmittal and election Form in respect of the Notes mailed in connection with the Revised Arrangement;

Marmato means the Company's gold-silver project located in the municipality of Marmato, Department of Caldas, Colombia, approximately 120 km south of the city of Medellín, comprised of three adjacent sets of properties (Zona Alta, Zona Baja and Echandia) comprising a total area of approximately 1,198 hectares;

Meetings means, collectively, the Gold Noteholders' Meeting, the Silver Noteholders' Meeting and the Shareholders' Meeting, and **Meeting** means any one of them;

MI 61-101 means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* in this Supplemental Circular;

NI 45-102 means National Instrument 45-102 – *Resale of Securities*;

Non-Registered Noteholder means a Noteholder who holds Notes through an intermediary such as a bank, trust company, securities dealer or broker;

Non-Registered Shareholder means a Shareholder who holds Common Shares through an intermediary such as a bank, trust company, securities dealer or broker;

Non-Resident Noteholder has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Non Residents*" in this Supplemental Circular;

Non-U.S. Holder has the meaning ascribed thereto under "*Certain U.S. Federal Income Tax Considerations*" in this Supplemental Circular;

Noteholders means all Gold Noteholders and all Silver Noteholders, and **Noteholder** means any one of them;

Notes means, collectively, the Gold Notes and the Silver Notes;

Order means any order of the Court in the BCBCA Proceedings;

Original Arrangement means the arrangement as described in the Original Circular;

Original Circular means the management information circular of the Company dated as of October 27, 2015, including all Appendices thereto;

Person is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Governmental Entity or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

Personal Information Form means the personal information form prescribed by the TSX;

PIK means payment-in-kind;

PIK 2020 Debentures has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of the 2020 Debentures – Interest*" in this Supplemental Circular;

PIK 2018 Debentures has the meaning ascribed thereto under "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of the 2018 Debentures – Interest*" in this Supplemental Circular;

PINK Proxy Form has the meaning ascribed thereto under "*Questions and Answers About the Revised Arrangement*";

Plan of Arrangement means the plan of arrangement, substantially in the form attached as Appendix D to this Supplemental Circular, and any amendments, modifications or supplements thereto made in accordance with the terms thereof or made at the direction of the Court in the Final Order or otherwise with the consent of Gran Colombia in accordance with the Plan and the BCBCA;

Proxy Forms means, collectively, the BLUE Proxy Form, the PINK Proxy Form and the YELLOW Proxy Form, and **Proxy Form** means any one of them;

Record Date means October 26, 2015, subject to any further order of the Court;

Released Parties has the meaning ascribed thereto under "*Description of the Revised Arrangement – Releases*" in this Supplemental Circular;

Registered Shareholder means a Shareholder who holds Common Shares directly in his, her or its own name and is entered on the Shareholder register;

Registered Noteholder means a Noteholder who holds Notes directly in his, her or its own name and is entered on the Gold Note or Silver Note register, as applicable, as the holder of such Notes;

Resident Noteholder has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada*" in this Supplemental Circular;

Restricted Subsidiary has the meaning ascribed thereto in the Amended and Restated Gold Indenture;

Restructuring Fee has the meaning ascribed thereto under "*Summary of Supplemental Circular – Revisions to Arrangement*" in this Supplemental Circular;

Revised Arrangement means the arrangement as described in this Supplemental Circular under the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set forth in the Plan of Arrangement;

SC has the meaning ascribed thereto under "*Risk Factors – Risk Factors Relating to the Company –Impact of Social Concerns on Insolvency Proceedings in Colombia*" in this Supplemental Circular;

Share Exchange has the meaning ascribed thereto under "*Certain U.S. Federal Income Tax Considerations*" in this Supplemental Circular;

Shareholders means the holders of Common Shares, and **Shareholder** means any one of them;

Shareholders' Meeting means the meeting of the Shareholders, including any adjournments or postponements thereof, to be held to, among other things, consider and if deemed advisable approve the Shareholders' Resolutions;

Shareholders' Director Election Resolution means the resolution of the Shareholders to set the number of directors of the Company at six (6) and to elect Peter Volk as a director of the Company, the full text of which is set out under "*Resolution 3 – Shareholders' Director Election Resolution*" in Appendix C to this Supplemental Circular, to be considered at the Shareholders' Meeting;

Shareholders' Issuance Resolution means the resolution of the Shareholders to approve the issuance of the Common Shares issuable upon conversion of Debentures, the full text of which is set out under "*Resolution 1 – Shareholders' Issuance Resolution*" in Appendix C to this Supplemental Circular, to be considered at the Shareholders' Meeting;

Shareholders' Resolutions means, collectively, the Shareholders' Issuance Resolution, the Shareholders' Restructuring Resolution and the Shareholders' Director Election Resolution;

Shareholders' Restructuring Resolution means the resolution of the Shareholders to approve the Restructuring, as required pursuant to MI 61-101, the full text of which is set out under "*Resolution 2 – Shareholders' Restructuring Resolution*" in Appendix C to this Supplemental Circular, to be considered at the Shareholders' Meeting;

Silver Noteholders means all holders of Silver Notes as of the Record Date, and **Silver Noteholder** means any one of them;

Silver Noteholders' Arrangement Resolution means the resolution of the Silver Noteholders to approve the Plan of Arrangement, the full text of which is attached as Appendix B to this Supplemental Circular, to be considered at the Silver Noteholders' Meeting;

Silver Noteholders' Meeting means the meeting of the Silver Noteholders, including any adjournments or postponements thereof, to be held to, among other things, consider and if deemed advisable approve the Silver Noteholders' Arrangement Resolution;

Silver Notes means all of the 5% Senior Unsecured Notes due August 11, 2018 issued pursuant to the Silver Notes Indenture and outstanding as of the Record Date, and **Silver Note** means any one of them;

Silver Notes Indenture means the Indenture dated as of August 11, 2011 among Gran Colombia, as issuer, Equity, as trustee, and others, pursuant to which Gran Colombia issued the Silver Notes, as supplemented;

Silver Notes Prospectus means the Short Form Prospectus in respect of the Silver Notes, dated August 4, 2011;

Supplemental Circular means this supplemental management information circular to the Original Circular.

Tax Act has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations*" in this Supplemental Circular;

Transfer Agent means TMX Equity Transfer Services Inc.;

Trustee means Equity Financial Trust Company, as trustee under each of the Indentures;

TSX or **Exchange** means the Toronto Stock Exchange;

Unrestricted Subsidiary has the meaning ascribed thereto in the Amended and Restated Gold Indenture;

U.S. Securities Act means the *United States Securities Act of 1933*, as amended from time to time, and the rules and regulations promulgated thereunder, or any successor statute;

U.S. Holder has the meaning ascribed thereto under "*Certain U.S. Federal Income Tax Considerations*" in this Supplemental Circular;

U.S. Regulations has the meaning ascribed thereto under "*Certain U.S. Federal Income Tax Considerations*" in this Supplemental Circular;

U.S. Tax Code has the meaning ascribed thereto under "*Certain U.S. Federal Income Tax Considerations*" in this Supplemental Circular;

VIF means a voting instruction form;

Warrants means all outstanding Common Share purchase warrants of the Company, including the Common Share purchase warrants issued in connection with the Gold Notes and warrants issued in connection with the prospectus offering completed by the Company on March 18, 2014; and

YELLOW Proxy Form has the meaning ascribed thereto under "*Questions and Answers About the Revised Arrangement*" in this Supplemental Circular.

SUPPLEMENTAL CIRCULAR

This Supplemental Circular (a) amends and supplements the Original Circular, (b) is to be read in conjunction with the Original Circular and (c) is furnished in connection with the solicitation of proxies by and on behalf of the management of the Company to be used at the Gold Noteholders' Meeting, the Silver Noteholders' Meeting and the Shareholders' Meeting to be held at 10:30 a.m. (Toronto time), 11:30 a.m. (Toronto time) and 9:30 a.m. (Toronto time), respectively, on December 22, 2015 at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario and, at any adjournments or postponements thereof.

Any statement contained in the Original Circular will be deemed to be modified or superseded for the purposes of this Supplemental Circular to the extent that a statement contained in this Supplemental Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the Original Circular that it modifies or supersedes.

Information in this Supplemental Circular is given as at November 29, 2015, unless otherwise indicated.

CURRENCY

In this Supplemental Circular, references to $ are to United States dollars, and references to C$ are to Canadian dollars. The nominal noon rate of exchange on November 27, 2015, as reported by the Bank of Canada for the conversion of United States dollars into Canadian dollars, was $1.00 = C$1.3360.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING INFORMATION AND RISKS

Certain statements and other information in this Supplemental Circular may constitute forward-looking information within the meaning of applicable Canadian securities laws. This forward-looking information reflects the current beliefs of management and is based on assumptions and information currently available to management. In some cases, forward-looking information can be identified by terminology such as "may", "will", "expect", "plan", "anticipate", "believe", "intend", "estimate", "predict", "forecast", "outlook", "potential", "continue", "should", "likely", "project", "future" or the negative of these terms or other comparable terminology.

In particular, this Supplemental Circular contains forward-looking information pertaining to:

- the anticipated benefits and effects of the Revised Arrangement;
- the timing of the Meetings and the Final Order;
- the anticipated Effective Date and consummation of the Revised Arrangement; and
- stock exchange listing of the Debentures and the timing thereof.

Forward-looking information respecting:

- the anticipated benefits of the Revised Arrangement are based upon a number of facts, including the terms and conditions of the Revised Arrangement (including receipt of required stakeholder, regulatory and Court approvals and the granting of the Final Order), current industry, economic and market conditions and the current financial condition and prospects of the Company (see "*Recommendation of the Board*" and "*Background to and Reasons for the Revised Arrangement – Reasons for the Revised Arrangement*");
- the structure and effect of the Revised Arrangement are based upon the terms of the Plan of Arrangement and the transactions contemplated thereby, and the terms of the Debentures (see

"*Description of the Revised Arrangement*" and "*Revised Terms of the Debentures and the Amended and Restated Indentures*"); and

- the steps and timing of the Revised Arrangement are based upon the terms of the Plan of Arrangement and the expected timing to receive the required Court approvals and to otherwise satisfy the conditions to effectiveness of the Revised Arrangement (see "*Description of the Revised Arrangement*").

Although management believes that the anticipated future results, performance or achievements expressed or implied by the forward-looking information in this Supplemental Circular are based upon reasonable assumptions and expectations, readers of this Supplemental Circular should not place undue reliance on such forward-looking information because they involve assumptions, known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking information. Such assumptions include, without limitation: interest and exchange rates; the price of gold, silver and other metals; financing and funding requirements; general economic, political and market conditions; and changes in laws, rules and regulations applicable to the Company. Forward-looking information are statements about the future and are inherently uncertain. There can be no assurance that the forward-looking information will prove to be accurate. The forward-looking information speaks only as of the date of this Supplemental Circular.

Forward-looking information is subject to a variety of risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking information, including, without limitation: the completion of the Revised Arrangement being subject to several conditions that must be satisfied or waived; and risks related to the Company.

This list is not exhaustive of the factors and assumptions that may affect any of the forward-looking information. Additional risks and uncertainties that could affect forward-looking information are described further under the heading "*Risk Factors*" in this Supplemental Circular and under the heading "*Risk Factors*" in the Original Circular. The forward-looking information contained in this Supplemental Circular is expressly qualified by this cautionary statement, and the Company does not undertake any obligation to update it to reflect new information or future developments, except to the extent required by law.

SUMMARY OF SUPPLEMENTAL CIRCULAR

The following is a summary of certain information contained elsewhere in this Supplemental Circular. It is not, and is not intended to be, complete in itself. This is a summary only, and is qualified in its entirety by the more detailed information appearing elsewhere in this Supplemental Circular and the Original Circular. Noteholders and Shareholders are urged to carefully review this Supplemental Circular and the Original Circular, including the Appendices to each, in their entirety.

Revisions to Arrangement

The Company has amended the terms of the Original Arrangement as set out in the Original Circular in order to:

(In respect of the 2020 Debentures for which the Gold Notes may be exchanged)

- **INCREASE** the rate of cash interest from 3.00% to 6.00% per annum and the rate of PIK interest payable from 4.00% to 9.00% per annum;
- **DECREASE** the 2020 Debenture Conversion Price from $0.30 to $0.20;
- **INCREASE** the percentage of Excess Cash Flow required to be paid into a sinking fund by the Company for repayment, repurchase or other redemption of the 2020 Debentures from 50% to 75%;
- **INCLUDE** a new term in the Amended and Restated Gold Indenture providing that if a change of control in respect of the Company occurs, each holder of 2020 Debentures will have the option to elect to put the 2020 Debentures so held, in whole or in part, for settlement by the Company on the basis of 101% of the face amount of 2020 Debentures outstanding; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2020 Debentures;
- **REMOVE** the ability of the Company to elect to satisfy its obligations under the 2020 Debentures and Amended and Restated Gold Indenture on maturity in freely tradable Common Shares;
- **AMEND** the maturity date of the 2020 Debentures from October 30, 2020 to January 2, 2020; and
- **INCLUDE A NEW RESTRUCTURING FEE** as a part of the Revised Arrangement in the amount of $2 million (the **Restructuring Fee**) that will be added to the aggregate principal amount outstanding under the Gold Notes for purposes of the exchange for 2020 Debentures and/or Elected Common Shares; and

(In respect of the 2018 Debentures for which the Silver Notes may be exchanged)

- **DECREASE** the rate of cash interest from 1.50% to 1.00% per annum and the rate of PIK interest payable from 2.50% to 2.00% per annum;
- **AMEND** the maturity date of the 2018 Debentures from August 31, 2022 to August 11, 2018, the present maturity date of the Silver Notes;
- **REMOVE** the requirement that certain amounts of Excess Cash Flow be paid into a sinking fund by the Company for repayment, repurchase or other redemption of the 2018 Debentures given that the 2018 Debentures will mature prior to the 2020 Debentures;

- **REMOVE** the 20 day Common Share trading value condition that needed to be satisfied to permit the Company to elect to satisfy its obligations under the 2018 Debentures and Amended and Restated Silver Indenture on maturity in freely tradable Common Shares; and

- **INCLUDE** a new term in the Amended and Restated Silver Indenture providing that if a change of control in respect of the Company occurs, each holder of 2018 Debentures will have the option to elect to put the 2018 Debentures so held, in whole or in part, for settlement by the Company with on the basis of 101% of the face amount of 2018 Debentures outstanding; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2018 Debentures.

IN ADDITION to the above revisions, the Company has also decided to provide Noteholders the option to elect to convert on the Exchange Date some or all of their Notes into Common Shares—instead of exchanging such Notes for 2020 Debentures or 2018 Debentures, as the case may be—at the conversion price of $0.13 per Common Share (representing a conversion rate of approximately 7,692 Common Shares per $1,000 principal amount of Notes), subject to satisfaction of applicable requirements. See "*Procedure for Exchange of Notes*".

New Date for Meetings

The Gold Noteholders' Meeting originally scheduled for Friday, November 27, 2015 at 10:30 a.m. (Toronto time) has been postponed and will now be held on Tuesday, December 22, 2015 at 10:30 a.m. (Toronto time) at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario.

The Silver Noteholders' Meeting originally scheduled for Friday, November 27, 2015 at 11:30 a.m. (Toronto time) has been postponed and will now be held on Tuesday, December 22, 2015 at 11:30 a.m. (Toronto time) at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario.

The Shareholders' Meeting originally scheduled for Friday, November 27, 2015 at 9:30 a.m. (Toronto time) has been postponed and will now be held on Tuesday, December 22, 2015 at 9:30 a.m. (Toronto time) at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario.

Record Date

The Record Date for determining the Gold Noteholders, Silver Noteholders and Shareholders entitled to receive notice of and vote at the Meetings remains the close of business (Toronto time) on Monday, October 26, 2015.

The Revised Arrangement

The key revised terms of the Revised Arrangement are set out below:

(a) Exchange of Gold Notes:

(i) Interest on the Gold Notes shall be accrued up to and including the Exchange Date, and all accrued and unpaid interest plus the Restructuring Fee shall be added to the principal amount of the Gold Notes; and

(ii) the principal amount of the Gold Notes (including accrued interest and the Restructuring Fee added to the principal amount pursuant to (a)(i) above) shall be exchanged for the same principal amount of 2020 Debentures, rounded down to

the nearest whole $1.00; *provided that* each Gold Noteholder may elect to convert some or all of their Gold Notes (including accrued interest added to the principal amount pursuant to (a)(i) above and the Restructuring Fee) into Common Shares at a conversion price of $0.13 per Common Share, representing approximately 7,692 Common Shares for each $1,000 Gold Note, rounded down to the nearest whole share.

(b) Exchange of Silver Notes:

(i) Interest on each Silver Note shall be accrued up to and including the Exchange Date, and all accrued and unpaid interest shall be added to the principal amount of each Silver Note; and

(ii) the principal amount of the Silver Notes (including accrued interest added to the principal amount pursuant to (b)(i) above) shall be exchanged for the same principal amount of 2018 Debentures, rounded down to the nearest whole $1.00; *provided that* each Silver Noteholder may elect to convert some or all of their Silver Notes (including accrued interest added to the principal amount pursuant to (b)(i) above) into Common Shares at a conversion price of $0.13 per Common Share, representing approximately 7,692 Common Shares for each $1,000 Silver Note, rounded down to the nearest whole share.

See "*Description of the Revised Arrangement*".

Revised Terms of the 2020 Debentures and the Amended and Restated Gold Indenture

Terms of the 2020 Debentures

Amount – The maximum aggregate principal amount of the 2020 Debentures shall be the sum of $100 million *plus* the accrued and unpaid interest on the Gold Notes that is added to the principal amount of Gold Notes under the Revised Arrangement, *plus* the Restructuring Fee, all as rounded down to the nearest whole $1.00. The ultimate aggregate principal of the 2020 Debentures will depend on the number of Elected Common Shares issued in exchange for Gold Notes pursuant to the Revised Arrangement.

Denominations – The 2020 Debentures will be issuable only in denominations of $1.00 and integral multiples thereof.

Currency – The 2020 Debentures will be denominated in United States dollars.

Interest – The 2020 Debentures, at the option of the Company, will bear either (a) cash interest at a rate of 6.00% per annum, or (b) pay-in-kind (PIK) interest at a rate of 9.00% per annum, in either case payable monthly in arrears on the last business day of each month, commencing in the first full calendar month following the Exchange Date. The first payment will include interest payable from the Exchange Date. For further certainty, the Company will make a cash interest payment unless it elects to make a PIK interest payment in respect of any monthly payment. Interest is payable on each interest payment date to holders of record at the close of business on the fifth Business Day immediately preceding each interest payment date. Interest will be calculated on the basis of a 365-day year and the actual number of days elapsed in that period.

Maturity – The 2020 Debentures will mature on January 2, 2020.

Conversion – The 2020 Debentures will be convertible, at the option of the holder at any time prior to the close of business on the earlier of the 2020 Debenture Maturity Date and the last Business Day immediately preceding the date fixed for redemption (the **2020 Debenture Conversion Date**), at the 2020 Debenture Conversion Price of $0.20 per Common Share (representing a conversion rate of approximately 5,000

Common Shares per $1,000 principal amount of 2020 Debentures), subject to satisfaction of a condition in certain circumstances. The 2020 Debenture Conversion Price shall be subject to standard provisions providing for adjustments upon the occurrence of certain corporate events.

The Company will not be required to issue fractional Common Shares upon the conversion of 2020 Debentures. If more than one 2020 Debenture is surrendered for conversion at one time by the same holder, the number of whole Common Shares issuable upon conversion thereof will be computed on the basis of the aggregate principal amount of such 2020 Debentures to be converted. If any fractional interest in a Common Share would otherwise be deliverable upon the conversion of any principal amount of 2020 Debentures, the Company will, in lieu of delivering any certificate representing such fractional interest, make a cash payment to the holder of such 2020 Debenture of an amount equal to the fractional interest which would have been issuable multiplied by the Current Market Price.

Cash Flow Sweep – A minimum of 75% of the Excess Cash Flow will be paid into a sinking fund, which will be applied towards repayment, repurchase (in the market, by tender, or by private contract, at any price, which, for greater certainty, may be below par) or other redemption, as the Company elects, of the 2020 Debentures.

Redemption – The 2020 Debentures may be redeemed for cash in whole or in part from time to time at the option of the Company on not more than 60 days and not less than 30 days prior notice, at a price equal to their principal amount (including any PIK 2020 Debentures issued) plus accrued and unpaid interest.

Change of Control - If a change of control in respect of the Company occurs, each holder of 2020 Debentures will have the option to elect to put the 2020 Debentures so held, in whole or in part, for settlement by the Company on the basis of 101% of the face amount of 2020 Debentures outstanding, plus accrued and unpaid interest; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2020 Debentures.

Rank – The 2020 Debentures will be senior secured indebtedness of the Company.

Security – It is anticipated that the 2020 Debentures and the 2020 Debenture Guarantees will be secured.

Guarantee – It is anticipated that the 2020 Debentures will be guaranteed by certain subsidiaries of the Company.

See "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of the Key Terms of the 2020 Debentures*".

Terms of Amended and Restated Gold Indenture

Refer to the heading "*Revised Terms of Amended and Restated Gold Indenture – Summary of Certain Terms of Amended and Restated Gold Indenture*" of this Supplemental Circular for a summary of certain of the terms of the Amended and Restated Gold Indenture.

Revised Terms of the 2018 Debentures and the Amended and Restated Silver Indenture

Terms of the 2018 Debentures

Amount – The maximum aggregate principal amount of the 2018 Debentures shall be the sum of $78,632,000 and accrued and unpaid interest on the Silver Notes that is added to the principal amount of Silver Notes under the Revised Arrangement, rounded down the nearest whole $1.00. The ultimate aggregate principal of the 2018 Debentures will depend on the number of Elected Common Shares issued in exchange for Silver Notes pursuant to the Revised Arrangement.

Certain Silver Noteholders and insiders of the Company including those listed under "*Certain Legal and TSX Matters – Share Issuance Requirement – Insiders if only Elected Common Shares are issued under Revised Arrangement* ", totaling approximately 10% of the Silver Notes, have indicated their intention to exchange their Silver Notes into Elected Common Shares on the Exchange Date rather than 2018 Debentures.

Denominations – The 2018 Debentures will be issuable only in denominations of $1.00 and integral multiples thereof.

Currency – The 2018 Debentures will be denominated in United States dollars.

Interest – The 2018 Debentures, at the option of the Company, will bear either (a) cash interest at a rate of 1.00% per annum, or (b) PIK interest at a rate of 2.00% per annum, in either case payable monthly in arrears on the last business day of each month, commencing in the first full calendar month following the Exchange Date. The first payment will include interest payable from the Exchange Date. For further certainty, the Company will make a cash interest payment unless it elects to make a PIK interest payment in respect of any monthly payment. Interest is payable on each interest payment date to holders of record at the close of business on the fifth Business Day immediately preceding each interest payment date. Interest will be calculated on the basis of a 365-day year and the actual number of days elapsed in that period.

Maturity – The 2018 Debentures will mature on August 11, 2018.

Conversion – The 2018 Debentures will be convertible, at the option of the holder at any time prior to the close of business on the earlier of the 2018 Debenture Maturity Date and the last Business Day immediately preceding the date fixed for redemption (the **2018 Debenture Conversion Date**), at the 2018 Debenture Conversion Price of $0.25 per Common Share (representing a conversion rate of 4,000.00 Common Shares per $1,000 principal amount of 2018 Debentures), subject to satisfaction of a condition in certain circumstances. The 2018 Debenture Conversion Price shall be subject to standard provisions providing for adjustments upon the occurrence of certain corporate events.

The Company will not be required to issue fractional Common Shares upon the conversion of 2018 Debentures. If more than one 2018 Debenture is surrendered for conversion at one time by the same holder, the number of whole Common Shares issuable upon conversion thereof will be computed on the basis of the aggregate principal amount of such 2018 Debentures to be converted. If any fractional interest in a Common Share would otherwise be deliverable upon the conversion of any principal amount of 2018 Debentures, the Company will, in lieu of delivering any certificate representing such fractional interest, make a cash payment to the holder of such 2018 Debenture of an amount equal to the fractional interest which would have been issuable multiplied by the Current Market Price.

Redemption – The 2018 Debentures may be redeemed for cash in whole or in part from time to time at the option of the Company on not more than 60 days and not less than 30 days prior notice, at a price equal to their principal amount (including any PIK 2018 Debentures issued) plus accrued and unpaid interest.

Payment in Common Shares on Maturity – On maturity, provided that no material event of default shall have occurred and be continuing, the Company may, at its option, on not less than 30 days prior notice and subject to regulatory and other necessary approvals, elect to satisfy its obligation to repay principal (including any PIK 2018 Debentures issued) plus accrued and unpaid interest amounts of the 2018 Debentures by issuing and delivering that number of Common Shares obtained by dividing the principal plus accrued and unpaid interest amounts of the outstanding 2018 Debentures by 95% of the volume weighted average trading price of the Common Shares on the TSX for the 20 consecutive trading days ending five trading days preceding the 2018 Debenture Maturity Date.

Change of Control - If a change of control occurs, each holder of 2018 Debentures will have the option to elect to put the 2018 Debentures so held, in whole or in part, for settlement by the Company on the basis

of 101% of the face amount of 2018 Debentures outstanding, plus accrued and unpaid interest; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2018 Debentures.

Rank – The 2018 Debentures will be unsecured indebtedness of the Company.

Guarantee – It is anticipated that the 2018 Debentures will be guaranteed by certain subsidiaries of the Company.

See "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of the 2018 Debentures*".

Terms of Amended and Restated Silver Indenture

Refer to the heading "*Revised Terms of Amended and Restated Silver Indenture – Summary of Certain Terms of the Amended and Restated Silver Indenture*" of this Supplemental Circular for a summary of certain of the terms of the Amended and Restated Silver Indenture.

Background to and Reasons for the Revised Arrangement

The general background to the Arrangement and the conditions and events that led to the Company's decision to pursue the Arrangement are set out in the Original Circular.

As publicly announced on November 25, 2015, after further consultation with its Noteholders and its professional advisors, the Board determined, based on the circumstances facing the Company, that the Revised Arrangement represents the best available solution to restructuring the Company's debt on consensual and advantageous terms, with the objective of addressing the Company's capital structure and liquidity needs.

See *"Background to and Reasons for the Revised Arrangement – Background to the Revised Arrangement."*

Reasons for the Revised Arrangement and Recommendation of the Board

Based on the foregoing, and within the context of the objective of addressing the Company's capital structure and liquidity needs, the disinterested members of the Board continue to recommend that Gold Noteholders **VOTE FOR** the Gold Noteholders' Arrangement Resolution, Silver Noteholders **VOTE FOR** the Silver Noteholders' Arrangement Resolution and Shareholders **VOTE FOR** the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution for the reasons set forth in the Original Circular, as supplemented by this Supplemental Circular, including that effecting the Revised Arrangement will: satisfy accrued and unpaid interest on the Notes, improve liquidity by reducing the Company's annual interest expense, improve the Company's liquidity by deferring principal repayments, avoid the risks and uncertainties of the Company commencing insolvency proceedings in Canada and/or Colombia, conserve the Company's cash, have the support of major Noteholders and, if successful, have obtained a determination of the Court that the terms of the Revised Arrangement are fair and reasonable.

See *"Background to and Reasons for the Revised Arrangement – Reasons for the Revised Arrangement"* and also *"Recommendation of the Board"*

Voting Matters

Unless waived or extended by the chair of the Meeting in his discretion (which may be without notice), in order to be voted at the Meeting, duly completed proxies must be received by TMX Equity Transfer Services at its offices at 200 University Avenue, Suite 300, Toronto, ON, CA M5H 4H1, not

later than the applicable proxy cut-off time for the Meeting on Friday, December 18, 2015 or, if the Meeting is adjourned or postponed, not later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned or postponed Meeting.

If you have any questions or require assistance completing your proxy or voting instruction form, you may contact Kingsdale Shareholder Services, by calling toll free 1-866-581-0508 or 416-867-2272 or by email at contactus@kingsdaleshareholder.com.

Proxies Previously Submitted

The forms of proxies or voting instruction forms that were previously provided to Noteholders and Shareholders with the Original Circular for use at the Meetings remain valid. If a Noteholder or Shareholder has voted on the Original Arrangement as set out in the Original Circular, such vote will be voted at the Meetings in the same manner indicated by such Noteholder or Shareholder in respect of the Revised Arrangement as set out in this Supplemental Circular.

If a Noteholder or Shareholder has already completed and returned a proxy or voting instruction form in respect of the Meetings and:

(a) **does not wish to change their vote**, the Noteholder or Shareholder does not need to take any further action; that proxy or voting instruction form will continue to be valid for use at the Meeting; or

(b) **wishes to change their vote**, the Noteholder or Shareholder must comply with the proxy revocation procedures set forth in the form of proxy and under the heading "*Matters Pertaining to Use of Proxies - Revocation of Proxies*" in this Supplemental Circular or simply submit a later-dated form of proxy or voting instruction form.

If a Noteholder or Shareholder has **not** already submitted a proxy or voting instruction form, he or she should follow the instructions provided by their broker or other intermediary. A revised form of proxy or voting instruction form has been enclosed with this Supplemental Circular for your convenience.

Procedures for Exchange of Notes

New Letter of Transmittal and Election Form

In connection with the Revised Arrangement, a new Letter of Transmittal and Election Form is being mailed, together with this Supplemental Circular, to each person who was a Registered Noteholder on the Record Date.

IN ORDER TO ELECT TO RECEIVE ANY OR ALL OF THE ARRANGEMENT CONSIDERATION IN THE FORM OF ELECTED COMMON SHARES, A REGISTERED NOTEHOLDER MUST PROVIDE A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON JANUARY 13, 2016, THE ELECTION DEADLINE.

ANY REGISTERED NOTEHOLDER THAT DOES NOT SUBMIT A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON THE ELECTION DEADLINE WILL NOT BE ELIGIBLE TO ELECT TO RECEIVE ANY ELECTED COMMON SHARES, AND WILL BE DEEMED TO HAVE ELECTED TO RECEIVE 2020 DEBENTURES IN EXCHANGE FOR THEIR GOLD NOTES AND 2018 DEBENTURES IN EXCHANGE FOR THEIR SILVER NOTES, AS THE CASE MAY BE, IN ACCORDANCE WITH THE PLAN OF ARRANGEMENT.

Noteholders that hold both Gold Notes and Silver Notes should complete and return a separate Letter of Transmittal and Election Form in respect of the Gold Notes and the Silver Notes and comply with the applicable procedures required for such Notes described herein and in the applicable Letter of Transmittal and Election Form.

Noteholders whose Notes are registered in the name of an Intermediary should contact that Intermediary for assistance in depositing their Notes.

See "*Procedure for Exchange of Notes – New Letter of Transmittal and Election Form*".

Undertaking to the Exchange

If the issuance of the Elected Common Shares would result in the Noteholder being issued common shares that, together with any other Common Shares held by such Noteholder, would constitute 10% or more of the outstanding Common Shares of Gran Colombia as at the Effective Date of the Revised Arrangement, then, pursuant to the terms of the Letter of Transmittal and Election Form, the Registered Noteholder undertakes, on behalf of the Noteholder and as a condition to such issuance, to provide to Gran Colombia and the Exchange with an undertaking, that will require the Noteholder to: (i) file with the Exchange such documentation as may be required by the Exchange in connection with such Noteholder acquiring common shares constituting 10% or more of the then outstanding common shares of Gran Colombia, which may include, among other things, a Personal Information Form, if, on the 10th business day following such issuance, such Noteholder continues to hold Common Shares constituting 10% or more of the then outstanding Common Shares; and (ii) if such Personal Information Form is not cleared by the Exchange, within 20 business days following notice from the Exchange thereof to the Noteholder, such Noteholder will sell that number of Common Shares of Gran Colombia in order to decrease his, her or its holdings of common shares below 10% of the then outstanding common shares.

See "*Procedure for Exchange of Notes – Undertaking to the Exchange*".

TSX Matters

The Arrangement triggers the requirement under the TSX rules for approval of the Shareholders' Issuance Resolution from the holders of a majority of the currently issued and outstanding Common Shares of the Company, excluding the votes attached to the Common Shares held by the Shareholders who are not Disinterested Shareholders, as the Revised Arrangement could result in the issuance of Common Shares (i) that is greater than 25% of the number of Common Shares currently issued and outstanding, (ii) to insiders of the Company that is greater than 10% of the number of Common Shares currently issued and outstanding, and (iii) that could materially affect the control of the Company as the Revised Arrangement could result in a new holding of more than 20% of the Common Shares.

See "*Certain Legal and TSX Matters – TSX Matters*".

Certain Canadian Federal Income Tax Considerations

The Arrangement results in certain income tax consequences to Noteholders. See "*Certain Canadian Federal Income Tax Considerations*" for a discussion of these consequences.

QUESTIONS AND ANSWERS ABOUT THE REVISED ARRANGEMENT

*The following is a summary of certain information contained in or incorporated by reference into this Supplemental Circular, together with answers to some of the questions that you, as a Gold Noteholder, Silver Noteholder or Shareholder, may have and answers to those questions. You are urged to carefully read the remainder of this Supplemental Circular and the enclosed BLUE Proxy Form (the **BLUE Proxy Form**) if you are a Gold Noteholder, the enclosed PINK Proxy Form (the **PINK Proxy Form**) if you are a Silver Noteholder or the enclosed YELLOW Proxy Form (the **YELLOW Proxy Form**) if you are a Shareholder because the information contained below is of a summary nature, and is qualified in its entirety by the more detailed information contained elsewhere in or incorporated by reference into this Supplemental Circular, the Original Circular in the BLUE Proxy From, the PINK Proxy Form or the YELLOW Proxy Form, as applicable, and in the appendices attached to this Supplemental Circular, all of which are important and should be reviewed carefully.*

*This Supplemental Circular is provided to you in connection with the solicitation by or on behalf of management of BLUE Proxy Form, PINK Proxy Form and YELLOW Proxy Form to be used at the Gold Noteholders' Meeting, the Silver Noteholders' Meeting and the Shareholders' Meeting, respectively, to be held at the offices of Norton Rose Fulbright Canada LLP at the Royal Bank Plaza, South Tower, 38th Floor, Toronto, Ontario on **December 22, 2015**, at 10:30 a.m. (Toronto time) in respect of the Gold Noteholders' Meeting, 11:30 a.m. (Toronto time) in respect of the Silver Noteholders' Meeting and 9:30 a.m. (Toronto time) in respect of the Shareholders' Meeting, for the purposes indicated in the accompanying Amended Notice of Meeting of Gold Noteholders, Amended Notice of Meeting of Silver Noteholders, and Amended Notice of Special Meeting of Shareholders, respectively.*

Your vote is very important. We encourage you to exercise your right to vote by proxy whether or not you are able, or plan, to attend in person the Gold Noteholders' Meeting, the Silver Noteholders' Meeting or Shareholders' Meeting, as applicable, or any adjournment or postponement thereof.

The questions and answers below give general guidance for voting your Gold Notes, Silver Notes or Common Shares, as applicable, and related matters. Unless otherwise noted, all answers relate to Registered Noteholders, Non-Registered Noteholders, Registered Shareholders and Non-Registered Shareholders. If you have any questions, please feel free to contact Andrea Moens, the Corporate Legal Counsel & Assistant Secretary of the Company (whose contact information is found below in the answer to the last question in this section), or Kingsdale, the proxy solicitation agent, by telephone at: 1-866-581-0508 (North American toll free) or 416-867-2272 (collect calls outside North America); or by email at: contactus@kingsdaleshareholder.com.

Does the Board support the Revised Arrangement?

Yes. The disinterested members of the Board have unanimously determined, that the Revised Arrangement is in the best interests of the Company and its stakeholders and unanimously determined to recommend: (a) to Gold Noteholders that they **VOTE FOR** the Gold Noteholders' Arrangement Resolution at the Gold Noteholders' Meeting; (b) to Silver Noteholders that they **VOTE FOR** the Silver Noteholders' Arrangement Resolution at the Silver Noteholders' Meeting; and (c) to Shareholders that they **VOTE FOR** the Shareholders' Revised Resolutions at the Shareholders' Meeting. See "*Recommendation of the Board*".

In making its recommendations, the Board considered a number of factors as described under "*Background to and Reasons for the Revised Arrangement – Reasons for the Revised Arrangement*", including consultation with its financial advisor.

What has changed in the Revised Arrangement?

The Company has amended the terms of the Original Arrangement as set out in the Original Circular in order to:

(In respect of the 2020 Debentures for which the Gold Notes may be exchanged)

- **INCREASE** the rate of cash interest from 3.00% to 6.00% per annum and the rate of PIK interest payable from 4.00% to 9.00% per annum;

- **DECREASE** the 2020 Debenture Conversion Price from $0.30 to $0.20;

- **INCREASE** the percentage of Excess Cash Flow required to be paid into a sinking fund by the Company for repayment, repurchase or other redemption of the 2020 Debentures from 50% to 75%;

- **INCLUDE** a new term in the Amended and Restated Gold Indenture providing that if a change of control in respect of the Company occurs, each holder of 2020 Debentures will have the option to elect to put the 2020 Debentures so held, in whole or in part, for settlement by the Company on the basis of 101% of the face amount of 2020 Debentures outstanding; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2020 Debentures;

- **REMOVE** the ability of the Company to elect to satisfy its obligations under the 2020 Debentures and Amended and Restated Gold Indenture on maturity in freely tradable Common Shares;

- **AMEND** the maturity date of the 2020 Debentures from October 30, 2020 to January 2, 2020; and

- **INCLUDE A NEW RESTRUCTURING FEE** as a part of the Revised Arrangement in the amount of $2 million that will be added to the aggregate principal amount outstanding under the Gold Notes for purposes of the exchange for 2020 Debentures and/or Elected Common Shares; and

(In respect of the 2018 Debentures for which the Silver Notes may be exchanged)

- **DECREASE** the rate of cash interest from 1.50% to 1.00% per annum and the rate of PIK interest payable from 2.50% to 2.00% per annum;

- **AMEND** the maturity date of the 2018 Debentures from August 31, 2022 to August 11, 2018, the present maturity date of the Silver Notes;

- **REMOVE** the requirement that certain amounts of Excess Cash Flow be paid into a sinking fund by the Company for repayment, repurchase or other redemption of the 2018 Debentures given that the 2018 Debentures will mature prior to the 2020 Debentures;

- **REMOVE** the 20 day Common Share trading value condition that needed to be satisfied to permit the Company to elect to satisfy its obligations under the 2018 Debentures and Amended and Restated Silver Indenture on maturity in freely tradable Common Shares; and

- **INCLUDE** a new term in the Amended and Restated Silver Indenture providing that if a change of control in respect of the Company occurs, each holder of 2018 Debentures will have the option to elect to put the 2018 Debentures so held, in whole or in part, for settlement by the Company with on the basis of 101% of the face amount of 2018 Debentures outstanding; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2018 Debentures.

IN ADDITION to the above revisions, the Company has also decided to provide Noteholders the option to elect to convert on the Exchange Date some or all of their Notes into Common Shares—instead of exchanging such Notes for 2020 Debentures or 2018 Debentures, as the case may be—at the conversion

price of $0.13 per Common Share (representing a conversion rate of approximately 7,692 Common Shares per $1,000 principal amount of Notes), subject to satisfaction of applicable requirements. See "*Procedure for Exchange of Notes*".

What if I have previously submitted a proxy?

The forms of proxies or voting instruction forms that were previously provided to Noteholders and Shareholders with the Original Circular for use at the Meetings remain valid. If a Noteholder or Shareholder has voted on the Original Arrangement as set out in the Original Circular, such vote will be voted at the Meetings in the same manner indicated by such Noteholder or Shareholder in respect of the Revised Arrangement as set out in this Supplemental Circular.

If a Noteholder or Shareholder has already completed and returned a proxy or voting instruction form in respect of the Meetings and:

(a) **does not wish to change their vote**, the Noteholder or Shareholder does not need to take any further action; that proxy or voting instruction form will continue to be valid for use at the Meeting; or

(b) **wishes to change their vote**, the Noteholder or Shareholder must comply with the proxy revocation procedures set forth in the form of proxy and under the heading "*Matters Pertaining to Use of Proxies - Revocation of Proxies*" in this Supplemental Circular or simply submit a later-dated form of proxy or voting instruction form.

If a Noteholder or Shareholder has **not** already submitted a proxy or voting instruction form, he or she should follow the instructions provided by their broker or other intermediary. A revised form of proxy or voting instruction form has been enclosed with this Supplemental Circular for your convenience herewith.

Should I send in my Letter of Transmittal and Election Form and Note certificates?

Yes, if you are a Registered Noteholder, you should send in your Letter of Transmittal and Election Form, along with your Note certificate(s), if applicable, and any other required documents or instruments. Although you are not required to send your Note certificate(s) to validly cast your vote in respect of the Gold Noteholders' Arrangement Resolution or Silver Noteholders' Arrangement Resolution, as applicable, it is recommended that all Registered Noteholders complete, sign and return the applicable Letter of Transmittal and Election Form, along with the accompanying Note certificate(s), if applicable, and any other required documents or instruments to the Depositary as soon as possible.

However, most Notes are held through an Intermediary. Noteholders whose Notes are registered in the name of an Intermediary should contact that Intermediary for assistance in depositing their Notes and should follow the instructions of such Intermediary in order to deposit their Notes.

IN ORDER TO ELECT TO RECEIVE ANY OR ALL OF THE ARRANGEMENT CONSIDERATION IN THE FORM OF ELECTED COMMON SHARES, A REGISTERED NOTEHOLDER MUST PROVIDE A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON JANUARY 13, 2016, THE ELECTION DEADLINE.

ANY REGISTERED NOTEHOLDER THAT DOES NOT SUBMIT A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON THE ELECTION DEADLINE WILL NOT BE ELIGIBLE TO ELECT TO RECEIVE ANY ELECTED COMMON SHARES, AND WILL BE DEEMED TO HAVE ELECTED TO RECEIVE 2020 DEBENTURES IN EXCHANGE FOR THEIR GOLD NOTES AND 2018 DEBENTURES IN EXCHANGE FOR THEIR SILVER NOTES, AS THE CASE MAY BE, IN ACCORDANCE WITH THE PLAN OF ARRANGEMENT.

No fractional Debentures and/or Elected Common Shares shall be issued to Noteholders in connection with the Revised Arrangement.

What if I have other questions?

If you have any questions regarding the Meetings, please contact:

(a) for questions regarding completion of the Letter of Transmittal and Election Forms or the Forms of Proxy:

Equity Financial Trust Company
1-866-393-4891 (North American toll free)
416-342-1091 (outside North America)

(b) for all other questions regarding the Revised Arrangement and the Meetings:

Proxy Solicitation Agent:

Kingsdale Shareholders Services
1-866-581-0508 (toll free)
416-867-2272 (outside North America)
contactus@kingsdaleshareholder.com

The Company:

Gran Colombia Gold Corp.
Attention: Andrea Moens, Corporate Legal Counsel & Assistant Secretary
416-360-4653
amoens@grancolombiagold.com

MATTERS TO BE ACTED UPON AT THE MEETING

At the Gold Noteholders' Meeting, Gold Noteholders will be asked to consider and, if thought advisable, approve the Gold Noteholders' Arrangement Resolution. Subject to any order of the Court, the requisite approval for the Gold Noteholders' Arrangement Resolution is: (i) 75% of the votes cast on the Gold Noteholders' Arrangement Resolution by Gold Noteholders, as determined based on the value of Gold Notes, present in person or represented by proxy at the Gold Noteholders' Meeting; and (ii) a simple majority of the votes cast on the Gold Noteholders' Arrangement Resolution by Gold Noteholders, as determined based on the number of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting. The form of the Gold Noteholders' Arrangement Resolution is set out at Appendix A to this Supplemental Circular.

At the Silver Noteholders' Meeting, Silver Noteholders will be asked to consider and, if thought advisable, approve the Silver Noteholders' Arrangement Resolution. Subject to any order of the Court, the requisite approval for the Silver Noteholders' Arrangement Resolution is: (i) 75% of the votes cast on the Silver Noteholders' Arrangement Resolution by Silver Noteholders, as determined based on the value of Silver Notes, present in person or represented by proxy at the Silver Noteholders' Meeting; and (ii) a simple majority of the votes cast on the Silver Noteholders' Arrangement Resolution by Silver Noteholders, as determined based on the number of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting. The form of the Silver Noteholders' Arrangement Resolution is set out at Appendix B to this Supplemental Circular.

At the Shareholders' Meeting, Shareholders will be asked to consider and, if thought advisable, approve the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution. The requisite approval for the Shareholders' Issuance Resolution is a simple majority of the votes cast on the Shareholders' Issuance Resolution by Shareholders present in person or represented by proxy at the Shareholders' Meeting, excluding Shareholders who are not Disinterested Shareholders, in accordance with the rules of the TSX. The requisite approval for the Shareholders' Restructuring Resolution is a simple majority of the votes cast on the Shareholders' Restructuring Resolution by Shareholders present in person or by proxy at the Shareholders' Meeting, excluding Shareholders that are "interested parties", "related parties" of any interested parties and "joint actors" of the foregoing (as such terms are defined in MI 61-101) in accordance with the requirements of MI 61-101). The form of each of the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution is set out at Appendix C to this Supplemental Circular.

At the Shareholders' Meeting, Shareholders will also be asked to consider and, if thought advisable, set the number of directors of the Company at six (6) and to elect Peter Volk as a director of the Company. The requisite approval for the Shareholders' Director Election Resolution is a simple majority of the votes cast on the Shareholders' Director Election Resolution by Shareholders present in person or represented by proxy at the Shareholders' Meeting. The form of the Shareholders' Director Election Resolution has not changed and is set out at Appendix C to this Supplemental Circular. Mr. Volk is standing for election on the understanding that he would be replaced by a subsequent candidate; the Company has agreed with Lloyd I. Miller, a significant Gold Noteholder, that after the Meetings Mr. Miller will put forth such replacement candidate.

DESCRIPTION OF THE REVISED ARRANGEMENT

The Noteholders' claims against the Company pursuant to the Notes and the Indentures shall be addressed in accordance with the steps to be implemented pursuant to the Plan of Arrangement, the Amended and Restated Indentures and the schedules or appendices, as applicable, to each of the foregoing described below. The following is a summary of certain of the terms of the Plan of Arrangement, the Debentures and the Amended and Restated Indentures under the Revised Arrangement to be considered at the Meetings. This summary does not purport to be complete and is qualified in its entirety by and is subject to, the full text of each of the Plan of Arrangement and the Amended and Restated Indentures. If there is any conflict or inconsistency between the summary contained in this Supplemental Circular, the final Plan of

Arrangement and/or the final Amended and Restated Indentures, the final Plan of Arrangement and/or the final Amended and Restated Indentures shall govern.

For a complete description of the terms of the Debentures and the Amended and Restated Indentures, reference should be made to the Amended and Restated Indentures, the final versions of which will be filed on SEDAR at www.sedar.com on or promptly following the Effective Date. Although the revised key terms of the Debentures are settled and are described in this Supplemental Circular, the proposed revised forms of the Amended and Restated Indentures reflecting the terms of the Revised Arrangement as described in this Supplemental Circular will be posted on the Company's website at www.grancolombiagold.com on or about December 7, 2015. Any subsequent further revisions thereto will be posted on the same website. A copy of the Plan of Arrangement is attached as Appendix D to this Supplemental Circular.

Revised Arrangement

The Revised Arrangement will be implemented pursuant to the Plan of Arrangement. The key terms of the Revised Arrangement are set out below. The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement:

1 Exchange of Gold Notes:

(a) Interest on each Gold Note shall be accrued up to and including the Exchange Date, and all accrued and unpaid interest *plus* the Restructuring Fee shall be added to the principal amount of each Gold Note; and

(b) the principal amount of the Gold Notes (including accrued interest added to the principal amount pursuant to 1(a) above) shall be exchanged for the same principal amount of 2020 Debentures, rounded down to the nearest whole $1.00; *provided that* each Gold Noteholder may elect to convert some or all of their Gold Notes (including accrued interest added to the principal amount pursuant to 1(a) above and the Restructuring Fee) into Common Shares at a conversion price of $0.13 per Common Share, representing approximately 7,692 Common Shares for each $1,000 Gold Note, rounded down to the nearest whole share.

2 Exchange of Silver Notes:

(a) Interest on each Silver Note shall be accrued up to and including the Exchange Date, and all accrued and unpaid interest shall be added to the principal amount of each Silver Note; and

(b) the principal amount of the Silver Notes (including accrued interest added to the principal amount pursuant to 2(a) above) shall be exchanged for the same principal amount of 2018 Debentures, rounded down to the nearest whole $1.00; *provided that* each Silver Noteholder may elect to convert some or all of their Silver Notes (including accrued interest added to the principal amount pursuant to 1(a) above) into Common Shares at a conversion price of $0.13 per Common Share, representing approximately 7,692 Common Shares for each $1,000 Silver Note, rounded down to the nearest whole share.

Conditions to the Revised Arrangement

The Revised Arrangement will be subject to the following conditions, among others:

1 the Court shall have granted the Final Order, the operation and effect of which shall not have been stayed, reversed or amended, and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate court;

2 no applicable law shall have been passed and become effective, the effect of which makes the consummation of the Revised Arrangement illegal or otherwise prohibited;

3 other necessary or desirable third party consents, if any, to deliver and implement all matters related to the Revised Arrangement shall have been obtained;

4 all documents necessary to give effect to all material provisions of the Revised Arrangement (including the Amended and Restated Indentures, the Plan of Arrangement and all documents related thereto) shall have been executed and/or delivered by all relevant Persons in form and substance satisfactory to the Company and deposited in escrow pending the Effective Time;

5 all required stakeholder, regulatory and Court approvals, consents, waivers and filings shall have been obtained or made, as applicable, on terms satisfactory to the Company, acting reasonably and in good faith, including the approval of the Revised Arrangement by both Gold Noteholders and Silver Noteholders, and any shareholder approvals required with respect to the issuance and listing of the Debentures and in connection with the Revised Arrangement;

6 all material filings required to be made and any material regulatory consents or approvals required to be obtained in connection with the Revised Arrangement before the Effective Time shall have been made or obtained; and

7 the Company has been advised that the approval of the Revised Arrangement by the Court will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof with respect to the issuance of the Debentures.

The Company may at any time and from time to time waive the fulfillment or satisfaction, in whole or in part, of the conditions set out above, to the extent and on such terms as the Company deems advisable, provided however that the conditions set out in paragraphs 1 and 2 above cannot be waived.

If the foregoing conditions are not satisfied or waived, as applicable, by February 26, 2016, then unless the Company agrees in its sole discretion and in writing to extend such date, the Revised Arrangement and the Final Order shall cease to have any further force or effect and will not be binding on any Person.

Releases

On the Effective Date, the Company, the directors and officers, the Colombian Operating Subsidiaries, the Trustee and each of their respective financial advisors, legal counsel and agents (collectively, the **Released Parties**) shall be released and discharged from any and all rights and claims of any Person against a Released Party, including without limitation any Noteholder Claim, whether or not any such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, where such right or claim is based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Date and that is in any way relating to, arising out of or in connection with (i) the Notes; (ii) the Gold Notes Indenture or Silver Notes Indenture; (iii) the Plan of Arrangement; or (v) the BCBCA Proceedings; provided, however, that nothing in the Plan of Arrangement will release or discharge:

(a) any Excluded Claim;

(b) the Company of or from its obligation to Noteholders under the Plan of Arrangement or under any Order, or under any document delivered by the Company on the Effective Date pursuant to the Revised Arrangement; or

(c) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct.

Effective Date

The target implementation date of the Revised Arrangement is on or about January 20, 2016, subject to approval of the Gold Noteholders' Arrangement Resolution by the Gold Noteholders at the Gold Noteholders' Meeting, the Silver Noteholders' Arrangement Resolution by the Silver Noteholders at the Silver Noteholders' Meeting and the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution by the Shareholders at the Shareholders' Meeting, and the receipt of the Final Order from the Court and any other regulatory approvals. The outside date for the Effective Date under the terms of the Plan of Arrangement is February 26, 2016, subject to extension by the Company, in its sole discretion.

Expenses

The Company shall pay all reasonable fees and expenses of GMP and its legal counsel and proxy solicitation agent, and any amount owing to the Trustee under the Indentures. Assuming the Revised Arrangement is successful, the estimated fees and expenses payable by the Company in connection with the completion of the Revised Arrangement including, without limitation, filing fees and printing and mailing costs are anticipated to be approximately $1,870,000.

REVISED TERMS OF THE DEBENTURES AND THE AMENDED AND RESTATED INDENTURES

The following is a summary of certain of the terms of the Debentures and the Amended and Restated Indentures. This summary does not purport to be complete and is qualified in its entirety by, and is subject to, the full text of each of the Amended and Restated Indentures. If there is any conflict or inconsistency between the summary contained in this Supplemental Circular, and the final Amended and Restated Indentures, the final Amended and Restated Indentures shall govern.

For a complete description of the terms of the Debentures and the Amended and Restated Indentures, reference should be made to the Amended and Restated Indentures, the final versions of which will be filed on SEDAR at www.sedar.com on or promptly following the Effective Date. Although the revised key terms of the Debentures are settled and are described in this Supplemental Circular, the proposed revised forms of the Amended and Restated Indentures reflecting the terms of the Revised Arrangement as described in this Supplemental Circular will be posted on the Company's website at www.grancolombiagold.com on or about December 7, 2015. Any subsequent further revisions thereto will be posted on the same website. A copy of the Plan of Arrangement is attached as Appendix D to this Supplemental Circular.

Summary of Key Terms of the 2020 Debentures

Trustee

Equity (or its successors or assigns) shall serve as the trustee for the holders of the 2020 Debentures under the Amended and Restated Gold Indenture.

Amount

The maximum aggregate principal amount of the 2020 Debentures shall be the sum of $100 million *plus* the accrued and unpaid interest on the Gold Notes that is added to the principal amount of Gold Notes under the Revised Arrangement, *plus* the Restructuring Fee, all as rounded down to the nearest whole $1.00. The ultimate aggregate principal of the 2020 Debentures will depend on the number of Elected Common Shares issued in exchange for Gold Notes pursuant to the Revised Arrangement.

Denominations

The 2020 Debentures will be issuable only in denominations of $1.00 and integral multiples thereof.

Currency

The 2020 Debentures will be denominated in United States dollars.

Interest

The 2020 Debentures, at the option of the Company, will bear either (a) cash interest at a rate of 6.00% per annum, or (b) PIK interest at a rate of 9.00% per annum, in either case payable monthly in arrears on the last business day of each month, commencing in the first full calendar month following the Exchange Date. The first payment will include interest payable from the Exchange Date. For further certainty, the Company will make a cash interest payment unless it elects to make a PIK interest payment in respect of any monthly payment.

The obligations to pay PIK interest on the 2020 Debentures shall be evidenced by issuing additional 2020 Debentures (the **PIK 2020 Debentures**), in an aggregate principal amount equal to the amount of PIK interest then payable with respect to such 2020 Debentures in accordance with (b) of the preceding paragraph, rounded down to the nearest whole $1.00. Interest shall accrue on PIK 2020 Debentures from and including the date of issuance of such PIK 2020 Debentures. Any such PIK 2020 Debentures shall be issued on the same terms as the 2020 Debentures and shall constitute part of the same series of securities as the 2020 Debentures and will vote together with all other outstanding 2020 Debentures as one class on all matters with respect to the 2020 Debentures. All references to **2020 Debentures** herein shall include any PIK 2020 Debentures.

Maturity

The 2020 Debentures will mature on January 2, 2020.

Conversion

The 2020 Debentures will be convertible, at the option of the holder at any time prior to the close of business on the 2020 Debenture Conversion Date, at a conversion price of $0.20 per Common Share (the **2020 Debenture Conversion Price**) (representing a conversion rate of approximately 5,000 Common Shares per $1,000 principal amount of 2020 Debentures). The 2020 Debenture Conversion Price shall be subject to standard provisions providing for adjustments upon the occurrence of certain corporate events.

The Company will not be required to issue fractional Common Shares upon the conversion of 2020 Debentures. If more than one 2020 Debenture is surrendered for conversion at one time by the same holder, the number of whole Common Shares issuable upon conversion thereof will be computed on the basis of the aggregate principal amount of such 2020 Debentures to be converted. If any fractional interest in a Common Share would otherwise be deliverable upon the conversion of any principal amount of 2020 Debentures, the Company will, in lieu of delivering any certificate representing such fractional interest, make a cash payment to the holder of such 2020 Debenture of an amount equal to the fractional interest which would have been issuable multiplied by the Current Market Price on the date of conversion.

If a conversion of 2020 Debentures would result in the holder of such 2020 Debentures being issued Common Shares that, together with any other Common Shares held by such holder, would constitute 10% or more of the then outstanding Common Shares, then such holder must, as a condition to such conversion, provide to the Company and the TSX (or other applicable stock exchange) an undertaking, in the form attached to the Amended and Restated Gold Indenture or such other form as may be acceptable to the TSX (or other applicable stock exchange). Such undertaking will require such holder to: (i) file with the TSX (or other applicable stock exchange) such documentation as may be required by the TSX (or other

applicable stock exchange) in connection with such holder acquiring Common Shares constituting 10% or more of the then outstanding Common Shares, which may include, among other things, a Personal Information Form, if, on the 10th Business Day following such conversion, such holder continues to hold Common Shares constituting 10% or more of the then outstanding Common Shares; and (ii) if such Personal Information Form is not cleared by the TSX, within 20 Business Days following notice from the TSX thereof to the holder, such holder will sell that number of Common Shares in order to decrease his, her or its holdings of Common Shares below 10% of the then outstanding Common Shares.

Cash Flow Sweep

A minimum of 75% of its Excess Cash Flow will be paid into a sinking fund, which will be applied towards repayment, repurchase (in the market, by tender, or by private contract, at any price, which, for greater certainty, may be below par) or other redemption, as the Company elects, of the 2020 Debentures.

Excess Cash Flow means with respect to any fiscal quarter of the Company, Consolidated EBITDA for such fiscal quarter, to be calculated and paid to such fund within five Business Days following the date on which the Company is required to file financial information for such fiscal quarter under applicable Canadian securities laws, minus the sum of the following amount applicable to such quarter:

(a) all scheduled principal payments made or required to have been made by the Company on account of indebtedness and all interest and financing costs (net of finance income and excluding any PIK interest and non-cash accretion of financial obligations) during such fiscal quarter;

(b) the portion of capital, development and exploration expenditures not financed under capitalized leases for financial reporting purposes in accordance with IFRS or with proceeds of other indebtedness incurred substantially concurrently with such expenditures;

(c) consolidated income, capital, equity or wealth tax expenses, or similar instituted by any governmental authority, of the Company to the extent paid in cash;

(d) payment of the Company's contractual obligations under the Frontino health plan, payments of amounts for environmental discharge fees incurred at Segovia and payment of amounts due in respect of Marmato titles and contract miners' compensation agreements; and

(e) changes in non-cash working capital as reported in the Company's financial statements.

Redemption

The 2020 Debentures may be redeemed for cash in whole or in part from time to time at the option of the Company on not more than 60 days and not less than 30 days prior notice, at a price equal to their principal amount (including any PIK 2020 Debentures issued) plus accrued and unpaid interest.

Rank

The 2020 Debentures will be senior secured indebtedness of the Company.

Security

The following security will be amended prior to, or as soon as reasonably practicable following, the Effective Date, to secure Priority Lien Obligations and Parity Lien Obligations (as such terms are defined in the Amended and Restated Gold Indenture), including without limitation, the 2020 Debentures and the 2020 Debenture Guarantees: (i) a general security agreement on assets of the Company; (ii) a general pledge of the assets of Gran Colombia Gold, S.A. (a Panamanian company) excluding its interests in the shares

of certain Unrestricted Subsidiaries (as defined in the Amended and Restated Gold Indenture), (iii) a general pledge of assets registered against Zandor Capital, S.A., a Panamanian company; (iv) a pledge of the securities of Zandor Capital, S.A.; (v) a general pledge of assets in Colombia of the Colombian branches of Zandor Capital, S.A., the registered owner of the assets comprising the Segovia/Carla Project; (vi) a pledge of the securities of Mineros Nacionales S.A., Minerales Andinos de Occidente, S.A. and Minera Croesus, S.A.S., each a Colombian corporation; (vii) a general pledge of assets of Mineros Nacionales S.A., Minerales Andinos de Occidente, S.A. and Minera Croesus, S.A.S., which are the registered owners of the assets comprising the Marmato Project; (viii) direct security on material mining titles to the Segovia/Carla Project and the Marmato Project; and (ix) a pledge of the securities and a general pledge of assets of any Restricted Subsidiary (as defined in the Amended and Restated Gold Indenture) holding or receiving any cash deriving from the Segovia/Carla Project or the Marmato Project. The Company will be permitted to incur additional indebtedness that may be secured by liens on the Collateral.

Guarantee

The guarantees of the following subsidiaries of the Company will, if required, be amended prior to, or as soon as reasonably practicable following, the Effective Date, to guarantee obligations under the 2020 Debentures and the Amended and Restated Gold Indenture, including without limitation, the 2020 Debentures: Gran Colombia Gold, S.A., Zandor Capital, S.A., Minera Croesus, S.A.S., Mineros Nacionales, S.A.S. and Minerales Andinos de Occidente, S.A. The following subsidiaries will not guarantee the 2020 Debentures: Medoro Resources International Ltd. (BVI) and its subsidiaries, holder of Venezuelan assets, African Gold Resources Corp. (Panama) and its subsidiaries, holder of Mali assets, Zancudo Gold Corp. (Panama), holder of the Zancudo assets, Providencia Gold Corp. (Panama) and holder of Concepción assets, Mazamorras Gold Corp. (Panama), holder of the Mazamorras assets. Under certain circumstances, guarantors may be released from such guarantees without the consent of the holders of 2020 Debentures.

TSX Listing

The TSX has conditionally approved the listing of the 2020 Debentures subject to the Company fulfilling all of the requirements of the TSX. Pending satisfaction of all of the conditions of the TSX and receipt of final approval for the listing of the 2020 Debentures, the 2020 Debentures will trade on the TSX under the symbol “GCM.DB.V”.

The Company will use reasonable commercial efforts to obtain final TSX listing approval for the 2020 Debentures. If, after reasonable commercial efforts, the Company is unable to obtain or maintain a TSX listing for the 2020 Debentures, the Company will use reasonable commercial efforts to obtain a listing for the 2020 Debentures on another stock exchange or an over the counter market, acting reasonably.

Collateral Trust Agreement

Capitalized terms used in this section that are not defined in this Supplemental Circular have the meanings ascribed to such terms in the Collateral Trust Agreement.

The Company and each Secured Obligations Guarantor have entered into a collateral trust agreement, dated as of the date of the Gold Notes Indenture (the **Collateral Trust Agreement**), with the Collateral Agent and the Trustee, which sets forth the terms on which the Collateral Agent will receive, hold, administer, maintain and distribute the proceeds of the Collateral securing the obligations under the Collateral Documents**,** including the 2020 Debentures and the Amended and Restated Gold Indenture, and will accept, enter into, hold, maintain, administer, enforce and perform its obligations under all Collateral Documents and with respect to all liens upon any of the property of the Company and each Secured Obligations Guarantor created thereunder, in trust for the present and future holders of the Parity Lien Obligations and the Priority Lien Obligations.

Collateral Agent

Equity (and/or certain of its affiliates) will serve as the collateral agent (the **Collateral Agent**) under the Collateral Trust Agreement for the benefit of the holders of: (a) the 2020 Debentures and the Amended and Restated Gold Indenture; (b) all other Parity Lien Obligations from outstanding from time to time; and (c) all Priority Lien Obligations outstanding from time to time.

Enforcement of Security Interests

If the Collateral Agent at any time receives a notice of actionable default in respect of either the Priority Lien Obligations or Parity Lien Obligations, as applicable, it will promptly deliver written notice thereof to each other secured debt representative. Thereafter, the Collateral Agent may await direction by an Act of Instructing Debtholders and will act, or decline to act, as directed by an Act of Instructing Debtholders, in the exercise and enforcement of the Collateral Agent's interests, rights, powers and remedies in respect of the Collateral or under the Collateral Documents or applicable law and, following the initiation of such exercise of remedies, the Collateral Agent will act, or decline to act, with respect to the manner of such exercise of remedies as directed by an Act of Instructing Debtholders. Unless directed to the contrary by an Act of Instructing Debtholders, the Collateral Agent in any event may (but will not be obligated to) take or refrain from taking such action with respect to an actionable default as it may deem advisable and in the best interest of the holders of Secured Obligations.

For this purpose, an **Act of Instructing Debtholders** means subject to certain exceptions as more particularly set out in the Collateral Trust Agreement, (a) prior to discharge of the Priority Lien Obligations, a direction in writing delivered to the Collateral Agent by or with the consent of holders more than 50% of the aggregate principal amount of Priority Lien Debt; and (b) prior to the discharge of the Parity Lien Obligations, a direction in writing delivered to the Collateral Agent by or with the consent of holders more than 50% of the aggregate principal amount of Parity Lien Debt.

Restrictions on Enforcement of Parity Liens

The rights of Parity Lien Secured Parties to enforce any rights pursuant to the Collateral Documents shall be subject to the rights of the Priority Lien Secured Parties. Priority Lien Secured Parties will have, subject to certain customary exceptions as more particularly set forth in the Collateral Trust Agreement, the exclusive right to enforce rights and exercise remedies with respect to any Collateral that is part of the Collateral granted for benefit of the Priority Lien Secured Parties, regardless of whether such Collateral may also be part of the Collateral granted for benefit of the Parity Lien Secured Parties (including, without limitation, the exclusive right to authorize or direct the Collateral Agent to enforce, collect or realize on any Collateral or exercise any other right or remedy with respect to the Collateral) and neither the Trustee nor the holders of 2020 Debentures or other Parity Lien Obligations may authorize or direct the Trustee with respect to such matters.

Order of Application

The Collateral Trust Agreement provides that if any Collateral is sold or otherwise realized upon by the Collateral Agent in connection with any foreclosure, collection or other enforcement of security interests granted to the Collateral Agent in the Collateral Documents, the proceeds received by the Collateral Agent from such foreclosure, collection or other enforcement or the proceeds of any insurance policy, including any title insurance policy, will, subject to applicable law, be distributed as follows:

1 *First*, on amounts owed to the Collateral Agent under the Collateral Trust Agreement;

2 *Second*, on *amounts* secured by a permitted prior lien on the Collateral realized upon;

3 *Third*, on amounts owed in respect of any outstanding Priority Lien Debt;

4 *Fourth*, on amounts owed in respect of any Parity Lien Debt, including the 2020 Debentures and the Amended and Restated Gold Indenture; and

5 *Fifth*, any surplus remaining shall be paid to the Company or the other applicable obligor, as the case may be, or as a court of competent jurisdiction may direct.

Summary of Certain Terms of the Amended and Restated Gold Indenture

Capitalized terms used in this section that are not defined in this Supplemental Circular have the meanings ascribed to such terms in the Amended and Restated Gold Indenture.

Events of Default

The Amended and Restated Gold Indenture will provide that an event of default in respect of the 2020 Debentures will occur if, without limitation, any one or more of the following described events has occurred and is continuing with respect of the 2020 Debentures (each, a **2020 Debenture Event of Default**): (i) failure for 30 Business Days to pay interest on the 2020 Debentures when due; (ii) failure to pay principal or premium, if any, on the 2020 Debentures when due; (iii) certain events of bankruptcy, insolvency or reorganization of the Company under bankruptcy or insolvency laws; (iv) the Company defaults on other indebtedness of the Company exceeding $4 million and such default continues for 30 days; or (v) the Company defaults in the observance or performance of any material covenant or condition of the Amended and Restated Gold Indenture and continuance of such default for a period of 30 days after notice in writing has been given by the Trustee (as defined herein) under the Amended and Restated Gold Indenture to the Company specifying such default and requiring the Company to rectify the same.

Purchase for Cancellation

The Company may at any time and from time to time purchase the 2020 Debentures in a private sale transaction with holders of 2020 Debentures for the purpose of cancellation of the repurchased 2020 Debentures, provided that the Company has sufficient funds.

Change of Control

If a change of control in respect of the Company occurs, each holder of 2020 Debentures will have the option to elect to put the 2020 Debentures so held, in whole or in part, for settlement by the Company on the basis of 101% of the face amount of 2020 Debentures outstanding, plus accrued and unpaid interest; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2020 Debentures.

For purposes of the Amended and Restated Indentures, "**change of control**" means: (i) an acquisition of 50% or greater of the Common Shares of the Company; (ii) an amalgamation, arrangement, business combination, merger or similar transaction of the Company with or into any other body corporate, trust, partnership or other entity; (iii) the disposition of 50% or greater of the properties and assets of the Company, or (iv) a change of the majority of the Board or a change of 50% or greater of the nominated slate of directors within six months of the most recently held annual general meeting; except for greater certainty, as may occur in connection with the Shareholders' Director Election Resolution.

Restrictive Covenants

Asset Sales

The Restricted Subsidiaries will not and the Company will not permit any of its Restricted Subsidiaries to, directly or indirectly, cause, make or suffer to exist any Asset Disposition unless:

1 the consideration received from such Asset Disposition is at least equal to the Fair Market Value of the assets subject to such Asset Disposition;

2 at least 75% of the consideration received from such Asset Disposition is in cash or Cash Equivalents; and

3 100% of the Net Available Cash from such Asset Disposition is applied within 1 year of the later of the Asset Disposition or the receipt of such Net Available Cash to (a) permanently reduce Priority Lien Debt; (b) permanently reduce Parity Lien Debt (including that under the 2020 Debentures); or (c) acquire certain additional assets, all as subject to certain exceptions.

If any New Available Cash from Asset Dispositions is not applied or invested as provided in the above paragraph, it shall be deemed Excess Proceeds. If the aggregate amount of Excess Proceeds exceeds $5 million, the Company will be required to make an offer to all holders of 2020 Debentures, and in certain cases, to all other holders of Parity Lien Debt, to purchase the maximum aggregate principal amount of 2020 Debentures that may be purchased out of the Excess Proceeds, at an offer price in cash equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase.

Limitation on Indebtedness

The Restricted Subsidiaries will not and the Company will not permit any of its Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness); *provided, however,* that a Restricted Subsidiary may incur Indebtedness if on the date thereof and after giving effect thereto on a *pro forma* basis:

1 the Consolidated Coverage Ratio for the Restricted Subsidiaries on a combined basis is at least 3.00 to 1.00; and

2 no default or 2020 Debenture Event of Default will have occurred or be continuing or would occur as a consequence of incurring the Indebtedness or entering into the transactions relating to such Incurrence,

subject to certain exceptions as set out in the Amended and Restated Gold Indenture.

Limitation on Restricted Payments

The Company will not permit any of its Restricted Subsidiaries to, and the Restricted Subsidiaries will not at any time, directly or indirectly:

1 declare or pay any dividend or make any distribution (whether made in cash, securities or other property) on or in respect of the Restricted Subsidiaries' Capital Stock (including any payment in connection with any merger, amalgamation, arrangement or consolidation involving any Restricted Subsidiaries), subject to certain exceptions;

2 purchase, redeem, retire or otherwise acquire for value, including in connection with any merger, amalgamation, arrangement or consolidation, any Capital Stock of any other Restricted Subsidiaries held by Persons other than another Restricted Subsidiary (other than in exchange for Capital Stock of the purchasing Restricted Subsidiary (other than Disqualified Stock));

3 make any principal payment on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to any scheduled repayment, scheduled sinking fund payment or scheduled maturity, any Restricted Subsidiary Subordinated Obligations, subject to certain exceptions; or

4 make any Restricted Investment,

unless certain conditions, as set out in the Amended and Restated Gold Indenture, are satisfied.

Limitation on Liens

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any Collateral, whether owned on the Issue Date or acquired after that date, which Lien is securing any Indebtedness.

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any Excluded Assets, subject to certain conditions.

Limitation on Sale/Leaseback Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction, subject to certain exceptions.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

1 pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness or other obligations owed to the Company or any of its Restricted Subsidiaries (it being understood that the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);

2 make any loans or advances to the Company or any of its Restricted Subsidiaries (it being understood that the subordination of loans or advances made to the Company or any of its Restricted Subsidiaries to other Indebtedness Incurred by the Company or any of its Restricted Subsidiaries shall not be deemed a restriction on the ability to make loans or advances); or

3 sell, lease or transfer any of its property or assets to the Company or any of its Restricted Subsidiaries (it being understood that such transfers shall not include any type of transfer described in (1) or (2) above),

subject to certain exceptions.

Limitation on Affiliate Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any Affiliate Transaction involving aggregate consideration in excess of $1,000,000, unless certain conditions are satisfied, subject to certain exceptions.

Reports

So long as any 2020 Debentures are outstanding, the Company will deliver to the Trustee certain documents required to be filed by the Company pursuant to applicable securities laws and make such filings. The Company shall also use its commercially reasonable efforts to schedule and participate in quarterly conference calls to discuss its results of operations.

Merger and Consolidation

Subject to certain exceptions, the Company will not and will not permit any Restricted Subsidiary to merge with or into, or amalgamate or consolidate with, or wind up into or propose an arrangement with (whether or not the Company is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person.

Future Guarantors

The Company will cause each of its Restricted Subsidiaries (other than an Immaterial Subsidiary) (a) holding or receiving any cash or other proceeds deriving from the Segovia/Carla Project or the Marmato Project, (b) directly or indirectly owning or beneficially holding assets or rights of any kind to the Segovia/Carla Project or the Marmato Project, or (c) receiving any proceeds of the sale of the 2020 Debentures to (i) execute and deliver to the Trustee a supplemental indenture to the Amended and Restated Gold Indenture pursuant to which such Restricted Subsidiary will, subject to certain exceptions, irrevocably and unconditionally Guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest in respect of the 2020 Debentures on a senior basis and all other obligations under the Amended and Restated Gold Indenture; (ii) execute and deliver to the Collateral Agent such amendments or supplements to the Collateral Documents necessary in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the equity interests of such Subsidiary, subject to Permitted Liens and the Collateral Trust Agreement, which are owned by the Company or a Guarantor and are required to be pledged pursuant to the Collateral Documents; (iii) take such actions as are necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest in the assets of such Subsidiary, subject to Permitted Liens and the Collateral Trust Agreement, including the filing of financing statements, in each case as may be required by the Collateral Documents; and (iv) take such further action and execute and deliver such other documents specified in the 2020 Debentures Indenture Documents or as otherwise may be reasonably requested by the Trustee or Collateral Agent to give effect to the foregoing.

The obligations of each Guarantor will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Debenture Guarantee or pursuant to its contribution obligations under the Amended and Restated Gold Indenture, result in the obligations of such Guarantor under its 2020 Debenture Guarantee not constituting a fraudulent conveyance or fraudulent transfer under laws applicable to such Guarantor.

Each 2020 Debenture Guarantee shall be released in accordance with the provisions of the Amended and Restated Gold Indenture.

Business Activities

The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than a Similar Business, except to such extent as would not be material to the Company and its Restricted Subsidiaries taken as a whole.

Payments for Consent

The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of 2020 Debentures for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Amended and Restated Gold Indenture or the 2020 Debentures unless such consideration is offered to be paid and is paid to all holders of 2020 Debentures that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or amendment.

Amendments and Waivers

Except as provided in the Amended and Restated Gold Indenture, the Indenture Documents may be amended or supplemented with the consent of the holders of a majority in principal amount of the 2020 Debentures then outstanding (including without limitation, consents obtained in connection with a purchase of, or tender offer for, 2020 Debentures) and, subject to certain exceptions, any past default or compliance with any provisions may be waived with the consent of the holders of a majority in principal amount of the 2020 Debentures then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer for, 2020 Debentures). However, amendments, supplements and waivers regarding certain fundamental matters, as more particularly set out in the Amended and Restated Gold Indenture, may not be made without the consent of the holders of the outstanding 2020 Debentures affected.

Notwithstanding the foregoing, the Company, the Guarantors and the Trustee may make certain non-fundamental amendments to the Indenture Documents, such as to cure any ambiguity or omission, without the consent of holders of the 2020 Debentures, as set out in the Amended and Restated Gold Indenture.

Defeasance

The Company may, at its option and at any time:

1 elect to have all of its obligations and the obligations of the Guarantors discharged with respect to the outstanding 2020 Debentures and the 2020 Debenture Guarantees issued under the Amended and Restated Gold Note Indenture, except as set out in the Amended and Restated Gold Indenture; or

2 terminate its and the Restricted Subsidiaries' obligations described under certain covenants under the Amended and Restated Gold Indenture, the operation of the cross-default upon a payment default, cross acceleration provisions and certain limitations contained in the Amended and Restated Gold Indenture,

subject to the satisfaction of certain conditions, including, but not limited to, the deposit by the Company with the Trustee, in trust, for the benefit of the holders of 2020 Debentures, cash, Government Securities or a combination thereof, in amounts as will be sufficient to pay the principal of, and premium, if any, and interest due on the outstanding 2020 Debentures on the Stated Maturity.

If the Company exercises either of such defeasance options, the 2020 Debenture Guarantees in effect at such time will terminate.

Satisfaction and Discharge

The Amended and Restated Gold Indenture will be discharged and will cease to be of further effect as to all 2020 Debentures issued thereunder, when either:

1 all 2020 Debentures that have been authenticated, except lost, stolen or destroyed 2020 Debentures that have been replaced or paid and 2020 Debentures for which payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

2 (a) all 2020 Debentures not theretofore delivered to the Trustee for cancellation have become due and payable or will become due and payable within one year, and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee, as trust funds in trust solely for the benefit of the holders of 2020 Debentures, cash, Government Securities, gold or a combination thereof, in such amounts as will be sufficient to pay and discharge the entire Indebtedness on the 2020 Debentures not theretofore delivered to the Trustee for cancellation for

principal, premium, if any, and accrued interest to the date of maturity; (b) no default or 2020 Debenture Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit (other than a default or a 2020 Debenture Event of Default resulting from borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing), and the deposit will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Amended and Restated Gold Indenture) to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound; (c) the Company has paid or caused to be paid all sums payable by it under the Amended and Restated Gold Indenture; and (d) the Company has delivered irrevocable instructions to the Trustee to apply the deposited money and gold toward the payment of the 2020 Debentures at maturity.

No Personal Liability of Directors, Officers, Employees and Shareholders

No past, present or future director, officer, employee, incorporator, member, partner or shareholder of the Company or any Guarantor shall have any liability for any obligations of the Company or any Guarantor under the 2020 Debentures, the 2020 Debenture Guarantees or the Indenture Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of 2020 Debentures by accepting a 2020 Debenture waives and releases all such liability. This waiver and release are part of the consideration for issuance of the 2020 Debentures.

Governing Law

The Amended and Restated Gold Indenture and the 2020 Debentures will be governed by and construed in accordance with the laws of the Province of Ontario.

Summary of Key Terms of the 2018 Debentures

Trustee

Equity (or its successors or assigns) shall serve as the trustee for the holders of the 2018 Debentures under the Amended and Restated Silver Indenture.

Amount

The maximum aggregate principal amount of the 2018 Debentures shall be the sum of $78,632,000 *plus* the accrued and unpaid interest on the Silver Notes that is added to the principal amount of Gold Notes under the Revised Arrangement, rounded down to the nearest whole $1.00. The ultimate aggregate principal of the 2018 Debentures will depend on the number of Elected Common Shares issued in exchange for Silver Notes pursuant to the Revised Arrangement.

Certain Silver Noteholders and insiders of the Company including those listed under "*Certain Legal and TSX Matters – Share Issuance Requirement – Insiders if only Elected Common Shares are issued under Revised Arrangement* ", totaling approximately 10% of the Silver Notes, have indicated their intention to exchange their Silver Notes into Elected Common Shares on the Exchange Date rather than 2018 Debentures.

Denominations

The 2018 Debentures will be issuable only in denominations of $1.00 and integral multiples thereof.

Currency

The 2018 Debentures will be denominated in United States dollars.

Interest

The 2018 Debentures, at the option of the Company, will bear either (a) cash interest at a rate of 1.00% per annum, or (b) PIK interest at a rate of 2.00% per annum, in either case payable monthly in arrears on the last business day of each month, commencing in the first full calendar month following the Exchange Date. The first payment will include interest payable from the Exchange Date. For further certainty, the Company will make a cash interest payment unless it elects to make a PIK interest payment in respect of any monthly payment.

The obligations to pay PIK interest on the 2018 Debentures shall be evidenced by issuing additional 2018 Debentures (the **PIK 2018 Debentures**), in an aggregate principal amount equal to the amount of PIK interest then payable with respect to such 2018 Debentures in accordance with (b) of the preceding paragraph, rounded down to the nearest whole $1.00. Interest shall accrue on PIK 2018 Debentures from and including the date of issuance of such PIK 2018 Debentures. Any such PIK 2018 Debentures shall be issued on the same terms as the 2018 Debentures and shall constitute part of the same series of securities as the 2018 Debentures and will vote together with all other outstanding 2018 Debentures as one class on all matters with respect to the 2018 Debentures. All references to **2018 Debentures** herein shall include any PIK 2018 Debentures.

Maturity

The 2018 Debentures will mature on August 11, 2018.

Conversion

The 2018 Debentures will be convertible, at the option of the holder at any time prior to the close of business on the 2018 Debenture Conversion Date, at a conversion price of $0.25 per Common Share (the **2018 Debenture Conversion Price**) (representing a conversion rate of 4,000.00 Common Shares per $1,000 principal amount of 2018 Debentures). The 2018 Debenture Conversion Price shall be subject to standard provisions providing for adjustments upon the occurrence of certain corporate events.

The Company will not be required to issue fractional Common Shares upon the conversion of 2018 Debentures. If more than one 2018 Debenture is surrendered for conversion at one time by the same holder, the number of whole Common Shares issuable upon conversion thereof will be computed on the basis of the aggregate principal amount of such 2018 Debentures to be converted. If any fractional interest in a Common Share would otherwise be deliverable upon the conversion of any principal amount of 2018 Debentures, the Company will, in lieu of delivering any certificate representing such fractional interest, make a cash payment to the holder of such 2018 Debenture of an amount equal to the fractional interest which would have been issuable multiplied by the Current Market Price on the date of conversion.

If a conversion of 2018 Debentures would result in the holder of such 2018 Debentures being issued Common Shares that, together with any other Common Shares held by such holder, would constitute 10% or more of the then outstanding Common Shares, then such holder must, as a condition to such conversion, provide to the Company and the TSX (or other applicable stock exchange) an undertaking, in the form attached to the Amended and Restated Gold Indenture or such other form as may be acceptable to the TSX (or other applicable stock exchange). Such undertaking will require such holder to (i) file with the TSX (or other applicable stock exchange) such documentation as may be required by the TSX (or other applicable stock exchange) in connection with such holder acquiring Common Shares constituting 10% or more of the then outstanding Common Shares, which may include, among other things, a Personal Information Form, if, on the 10th Business Day following such conversion, such holder continues to hold Common Shares constituting 10% or more of the then outstanding Common Shares; and (ii) if such Personal Information Form is not cleared by the TSX, within 20 Business Days following notice from the TSX thereof to the holder, such holder will sell that number of Common Shares in order to decrease his, her or its holdings of Common Shares below 10% of the then outstanding Common Shares.

Redemption

The 2018 Debentures may be redeemed for cash in whole or in part from time to time at the option of the Company on not more than 60 days and not less than 30 days prior notice, at a price equal to their principal amount (including any PIK 2018 Debentures issued) plus accrued and unpaid interest.

Payment in Common Shares on Maturity

On maturity, provided that no material event of default shall have occurred and be continuing, as further described in the Amended and Restated Silver Indenture, the Company may, at its option, on not less than 30 days prior notice and subject to regulatory and other necessary approvals, elect to satisfy its obligation to repay principal (including any PIK 2018 Debentures issued) plus accrued and unpaid interest amounts of the 2018 Debentures by issuing and delivering that number of Common Shares obtained by dividing the principal plus accrued and unpaid interest amounts of the outstanding 2018 Debentures by 95% of the Current Market Price on the 2018 Debenture Maturity Date.

Rank

The 2018 Debentures will be unsecured indebtedness of the Company.

Guarantee

The guarantees of the following subsidiaries of the Company will be amended prior to, or as soon as reasonably practicable following, the Effective Date, to provide guarantees of the obligations of the Company under the 2018 Debentures and Amended and Restated Silver Indenture: Gran Colombia Gold, S.A.; Zandor Capital, S.A.; Medoro Resources (Yukon) Inc.; Colombia Gold Ltd. (UK); Colombia Gold AG; Colombia Gold Ltd. (B.C.); Colombia Gold, S.A.; Minera Croesus, S.A.; Medoro Resources Colombia Inc.; Mineros Nacionales, S.A.S.; Barona Cape Ltd.; RNC (Colombia) Ltd.; and Minerales Andinos de Occidente, S.A. All of the foregoing subsidiaries are wholly-owned (direct or indirect) subsidiaries of the Company.

In addition, it is anticipated that the Amended and Restated Silver Indenture will provide that the Company may, in the future, effect corporate reorganizations or similar transactions, upon which: (a) any new subsidiary resulting from such transaction which directly or indirectly holds mining rights in Colombia relating to the Company's Marmato, Gran Colombia, Zancudo and Segovia properties, will provide a corporate guarantee; and (b) any corporate guarantee provided by a company no longer within the ownership chain of the aforementioned mining rights will be released by the Trustee.

TSX Listing

The TSX has conditionally approved the listing of the 2018 Debentures subject to the Company fulfilling all of the requirements of the TSX. Pending satisfaction of all of the conditions of the TSX and receipt of final approval for the listing of the 2018 Debentures, the 2018 Debentures will trade on the TSX under the symbol "GCM.DB.U".

The Company will use reasonable commercial efforts to obtain final TSX listing approval for the 2018 Debentures. If, after reasonable commercial efforts, the Company is unable to obtain or maintain a TSX listing for the 2018 Debentures, the Company will use reasonable commercial efforts to obtain a listing for the 2018 Debentures on another stock exchange or an over the counter market, acting reasonably.

Summary of Certain Terms of the Amended and Restated Silver Indenture

Capitalized terms used in this section that are not defined in this Supplemental Circular have the meanings ascribed to such terms in the Amended and Restated Silver Indenture.

Change of Control

If a change of control in respect of the Company occurs, each holder of 2018 Debentures will have the option to elect to put the 2018 Debentures so held, in whole or in part, for settlement by the Company with a put premium on the basis of 101% of the face amount of 2018 Debentures outstanding, plus accrued and unpaid interest; *provided however* such put option shall not be available where the acquirer would have a credit rating of B or better on a pro forma post-acquisition consolidated basis and such acquirer agrees to guarantee all obligations of the Company under the 2018 Debentures.

Restrictive Covenants

The Amended and Restated Silver Indenture will provide that the Company shall not and shall ensure that each Corporation Subsidiary shall not for so long as the 2018 Debentures are outstanding:

1 *Negative Pledge:* create, incur, assume or suffer to exist any lien upon or with respect to any of its property, assets or undertaking that comprise the Marmato Project, other than certain permitted encumbrances;

2 *Limitations on Indebtedness:* directly or indirectly create, issue, incur, assume or otherwise become liable for or in respect of any indebtedness, except where otherwise permitted;

3 *Limitations on Payments:* directly or indirectly (a) declare or pay any dividend or make any distribution or payment of any kind (subject to certain exceptions relating to Common Shares); or (b) purchase, repay or otherwise acquire for cash or retire for value any shares in the capital of the Company or any warrants or options to purchase or acquire shares in the capital of the Company; (c) make any principal payment on, purchase, defease repay, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment, any indebtedness of the Company that is subordinate or junior in right of payment to the 2018 Debentures, other than as expressly permitted in the Amended and Restated Silver Indenture;

4 *Pledge of Securities:* permit or suffer to exist any lien against or upon any securities of a Corporation Subsidiary held by the Company or another Corporation Subsidiary, except as expressly permitted in the Amended and Restated Silver Indenture; or

5 *Business Activities:* engage in or conduct any business other than the business of the Company and the Corporation Subsidiaries as existing on the Effective Date or in businesses reasonably related thereto on a basis consistent with the conduct of such business as conducted at that time.

Merger and Consolidation

Subject to certain exceptions, the Company will not and will not permit any Corporation Subsidiary to enter into a transaction or series of transactions, other than a series of transactions involving a Change of Control, in which all or substantially all of the undertaking, property and assets of the Company and its subsidiaries would become the property of any other Person, whether by way of reorganization, amalgamation, arrangement, merger, transfer, sale, lease or otherwise, unless the Company will be the continuing corporation.

Events of Default

The Amended and Restated Silver Indenture will provide that an event of default in respect of the 2018 Debentures (a **2018 Event of Default**) will occur if, without limitation, any one or more of the following described events has occurred and is continuing with respect of the 2018 Debentures: (a) failure for 10 days to pay interest on the 2018 Debentures when due; (b) failure to pay principal or premium, if any, on the 2018 Debentures when due, whether at maturity; (c) certain events of bankruptcy, insolvency or reorganization of the Company under bankruptcy or insolvency laws; (d) the Company is in material breach

of its representations and warranties in the Amended and Restated Silver Indenture and such failure continues for 30 days; (e) defaults indebtedness of the Company; or (f) default in the observance or performance of any material covenant or condition of the Amended and Restated Silver Indenture and continuance of such default for a period of 30 days after notice in writing has been given by the Trustee under the Amended and Restated Silver Indenture to the Company specifying such default and requiring the Company to rectify same.

Modification

The Amended and Restated Silver Indenture will provide that certain rights, privileges, restrictions and conditions of 2018 Debentures issued and outstanding under the Amended and Restated Silver Indenture may be modified if such modifications are authorized by extraordinary resolution.

The term “extraordinary resolution” will be defined in the Amended and Restated Silver Indenture to mean a resolution passed, at a duly convened meeting at which the holders of at least 51% of the aggregate face amount of all 2018 Debentures then outstanding are present in person or by proxy, by the affirmative votes of the holders of not less than 66 2/3% in face amount of all 2018 Debentures then outstanding represented and voted for at a meeting or an instrument in writing signed by holders of not less than 66 2/3% in face amount of all 2018 Debentures then outstanding.

Purchase for Cancellation

The Company may at any time and from time to time purchase the 2018 Debentures in a private sale transaction with holders of 2018 Debentures for the purpose of cancellation of the repurchased 2018 Debentures, provided that the Company has sufficient funds.

Governing Law

The Amended and Restated Silver Indenture and the 2018 Debentures will be governed by and construed in accordance with the laws of the Province of Ontario.

EFFECT OF THE ARRANGEMENT

The following table shows the effect of the Revised Arrangement on the Company's consolidated capital structure derived from selected financial information from the September 30, 2015 unaudited interim condensed consolidated financial statements of the Company.

(in US$ thousands)	Actual as at September 30, 2015	Pro Forma after giving effect to the Restructuring	
		Assuming No Equity Conversions[(1)]	Assuming 100% Equity Conversions[(2)]
Term loans	$ 2,402	$ 2,402	$ 2,402
Finance leases	998	998	998
Gold Notes	84,246	-	-
2020 Debentures [(1)]	-	103,839	*
Silver Notes	34,305	-	-
2018 Debentures [(1)]	-	81,008	-
Total debt	121,951	188,247	3,400
Total equity	173,051	173,051	357,898
Total capitalization	$ 295,002	$ 361,298	$ 361,298

Notes:

(1) 2020 Debentures and 2018 Debentures are illustrated for purposes of this table at the sum of their respective face values and the aggregate amounts of arrears of interest on the Gold Notes and Silver Notes, respectively, as of September 30, 2015, assuming no holders elect to exchange their Notes for Common Shares on the Effective Date. The 2020 Debentures also include the Restructuring Fee.

(2) Assumes all Noteholders exchange 100% of their Notes for Elected Common Shares on the basis of 7,692 Common Shares for each $1,000 principal amount of Notes.

BACKGROUND TO AND REASONS FOR THE ARRANGEMENT

Background to the Revised Arrangement

The general background to the Arrangement and the conditions and events that led to the Company's decision to pursue the Arrangement are set out in the Original Circular.

In advance of the original meeting date and as publicly announced on November 25, 2015, after further consultation with its Noteholders and its professional advisors, the Board determined, based on the circumstances facing the Company, that the Revised Arrangement represents the best available solution to restructuring the Company's debt on consensual and advantageous terms, with the objective of addressing the Company's capital structure and liquidity needs.

The terms of the Revised Arrangement as contained in this Supplemental Circular and the Plan of Arrangement in respect of the Company's debt restructuring have been unanimously approved by all disinterested directors, including all independent directors. No disinterested members of the Board expressed any contrary views or abstained from voting on any matters in respect of the Revised Arrangement.

Reasons for the Revised Arrangement

Based on the foregoing, and within the context of the objective of addressing the Company's capital structure and liquidity needs, the following is a summary of the principal reasons for the recommendation of the disinterested members of the Board that Gold Noteholders **VOTE FOR** the Gold Noteholders' Arrangement Resolution, Silver Noteholders **VOTE FOR** the Silver Noteholders' Arrangement Resolution and Shareholders **VOTE FOR** the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution.

Satisfy Accrued and Unpaid Interest on the Notes – Pursuant to the Revised Arrangement, all accrued and unpaid interest on the Notes as of the Exchange Date will be capitalized and added to the principal amount of the Notes, which will be exchanged for Debentures and/or the Elected Common Shares, at the option of the Noteholders under the Revised Arrangement. This will have the effect of curing the current default on the Notes and removing the high level of uncertainty for Noteholders, and is expected to improve the liquidity of the Notes.

Improve Liquidity by Reducing Annual Interest Expense – The lower interest rates on the Debentures as compared to the Notes and the ability of the Company to elect to pay PIK interest instead of cash interest under the Revised Arrangement will reduce the Company's annual interest expense and improve its liquidity.

Improve Liquidity by Deferring Principal Repayments – Pursuant to the Revised Arrangement, principal repayment obligations on the Notes will still be amended and deferred to maturity. Notably also, maturity of the obligations on the Gold Notes will be extended by over two years. This, together with reduced interest payments, will enable the Company to improve its liquidity while using its internally generated cash flow to continue development of its mining assets to increase its free cash flow and enhance shareholder value, both of which are catalysts to the eventual settlement of the 2020 Debentures and 2018 Debentures.

Improve Balance Sheet through Opportunities to Convert to Equity - Under the Revised Arrangement, Noteholders have the opportunity at completion of the Revised Arrangement to convert all or part of their Notes into Common Shares of the Company, and approximately 10% of the Silver Noteholders have already indicated a willingness to so convert. Additionally, Noteholders who exchange for Debentures under the Revised Arrangement will have additional opportunities to convert their debt to equity throughout the life of the Debentures. Any conversion of debt to equity provides immediate improvement to the Company's balance sheet and lowers its interest burden, further assisting the Company in its efforts to conserve cash.

Avoid Risks and Uncertainties of Not Completing the Revised Arrangement – Not completing the Revised Arrangement could result in the Company commencing insolvency proceedings in Canada and/or Colombia. The outcome of any such insolvency process involving assets that are located in Colombia would be highly uncertain and could potentially be very unfavourable to the Noteholders and Shareholders. For example, given that most of the assets of the Company are in Colombia and are held through Colombian entities the insolvency laws of Colombia, including Colombian bankruptcy and liquidation procedures, which differ greatly from Canadian insolvency proceedings, would apply to such assets and entities. Considering the nature and location of the Company's main assets, the substantial tax and labor contingencies of the Company and the weak market for gold and silver assets, an insolvency process of the Company would be expected to take a substantial amount of time and may not yield proceeds allowing for a substantial repayment of the Notes.

Restructuring Designed to Conserve Cash – Under the Revised Arrangement, Noteholders and Shareholders are each continuing to share the impact of the Revised Arrangement and all are expected to benefit from the concerted efforts to conserve cash for crucial mine operations and related investments. The ability of the Noteholders to convert a portion or all of their investment to equity under the election that may be made in connection with the Revised Arrangement and/or the Debentures could provide Noteholders with the opportunity to participate in the upside of any market recovery.

The Revised Arrangement Has the Support of Major Noteholders – The Company has negotiated extensively with its Noteholders and the Revised Arrangement represents the best compromise amongst the various Noteholders, equity holders and the Company. The Revised Arrangement has the support of many of the largest Silver and Gold Noteholders, including that of Lloyd I. Miller, a significant Gold Noteholder who had previously opposed the Original Arrangement, and represents the best opportunity to complete the comprehensive debt restructuring that the Company requires.

Court Approval of Revised Arrangement – The Revised Arrangement remains subject to a determination of the Court that the terms of the Revised Arrangement are fair and reasonable.

PROCEDURE FOR EXCHANGE OF NOTES

New Letter of Transmittal and Election Form

In connection with the Revised Arrangement, a new Letter of Transmittal and Election Form is being mailed, together with this Supplemental Circular, to each person who was a Registered Noteholder on the Record Date.

IN ORDER TO ELECT TO RECEIVE ANY OR ALL OF THE ARRANGEMENT CONSIDERATION IN THE FORM OF ELECTED COMMON SHARES, A REGISTERED NOTEHOLDER MUST PROVIDE A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON THE ELECTION DEADLINE.

ANY REGISTERED NOTEHOLDER THAT DOES NOT SUBMIT A PROPERLY COMPLETED, DULY EXECUTED LETTER OF TRANSMITTAL AND ELECTION FORM TO THE DEPOSITARY PRIOR TO 5:00 P.M. (TORONTO TIME) ON THE ELECTION DEADLINE WILL NOT BE ELIGIBLE TO ELECT TO RECEIVE ANY ELECTED COMMON SHARES, AND WILL BE DEEMED TO HAVE ELECTED TO RECEIVE 2020 DEBENTURES IN EXCHANGE FOR THEIR GOLD NOTES AND 2018 DEBENTURES IN EXCHANGE FOR THEIR SILVER NOTES, AS THE CASE MAY BE, IN ACCORDANCE WITH THE PLAN OF ARRANGEMENT.

No fractional Debentures and/or Elected Common Shares shall be issued to Noteholders in connection with the Revised Arrangement.

Undertaking to the Exchange

If the issuance of the Elected Common Shares would result in the Noteholder being issued common shares that, together with any other common shares held by such Noteholder, would constitute 10% or more of the outstanding common shares of Gran Colombia as at the Effective Date of the Arrangement, then, pursuant to the terms of the Letter of Transmittal and Election Form, the Registered Noteholder undertakes, on behalf of the Noteholder and as a condition to such issuance, to provide to Gran Colombia and the Exchange with an undertaking, that will require the Noteholder to: (i) file with the Exchange such documentation as may be required by the Exchange in connection with such Noteholder acquiring common shares constituting 10% or more of the then outstanding common shares of Gran Colombia, which may include, among other things, a Personal Information Form, if, on the 10th business day following such issuance, such Noteholder continues to hold common shares constituting 10% or more of the then outstanding common shares; and (ii) if such Personal Information Form is not cleared by the Exchange, within 20 business days following notice from the Exchange thereof to the Noteholder, such Noteholder will sell that number of common shares of Gran Colombia in order to decrease his, her or its holdings of common shares below 10% of the then outstanding common shares.

Exchange Procedure

Registered Noteholders

In order to receive the Debentures and/or Elected Common Shares to which a Registered Noteholder is entitled upon completion of the Arrangement, a Registered Noteholder must complete, sign, date and return the enclosed Letter of Transmittal and Election Form in accordance with the instructions set out therein and in this Supplemental Circular. It is recommended that Registered Noteholders complete, sign and return the Letter of Transmittal and Election Form, along with the accompanying Note certificate(s), if applicable, and any other required documents or instruments to the Depositary as soon as possible. For greater certainty, no certificates will be issued to evidence the accrued and unpaid interest that will be added to the principal amount of the Notes pursuant to the Arrangement. Registered Noteholders that hold both Gold Notes and Silver Notes should complete and return a separate Letter of Transmittal and Election Form in respect of the Gold Notes and the Silver Notes and comply with the applicable procedures required for such Notes described herein and in the applicable Letter of Transmittal and Election Form.

Each Letter of Transmittal and Election Form is also available from the Depositary, by telephone at: 1-866-393-4891 (North American Toll Free) or 416-342-1091 (Toronto); and under the Company's issuer profile on SEDAR at www.sedar.com.

Each Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) representing the Notes, if applicable, held immediately prior to the Effective Time and how Registered Noteholders will receive the Debentures and/or Elected Common Shares issuable to them under the Revised Arrangement. For greater certainty, no certificates will be issued to evidence the accrued and unpaid interest that will be added to the principal amount of the Notes pursuant to the Arrangement.

Registered Noteholders should return properly completed documents, including the applicable Letter of Transmittal and Election Form, by mail, registered mail, hand or courier to Equity Financial Trust Company 200 University Avenue, Suite 300, Toronto, Ontario M5H 4H1, Attn: Corporate Actions. Noteholders with questions regarding the deposit of their Notes should contact the Depositary by telephone at: 1-866-393-4891 (North American Toll Free) or 416-342-1091 (Toronto). Further information with respect to the Depositary is set forth in the Letter of Transmittal and Election Form.

In order for Registered Noteholders to receive the Debentures and/or Elected Common Shares issuable to them under the Revised Arrangement as soon as possible after the closing of the Arrangement, Registered Noteholders should submit their Notes and the Letter of Transmittal and Election Form as soon as possible.

Registered Noteholders will not actually receive their Debentures and/or Elected Common Shares until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and Election Form and certificates representing their Notes, if applicable, to the Depositary.

In the event any certificate which immediately before the Exchange Time represented one or more outstanding Notes in respect of which the holder was entitled to receive the Debentures and/or Elected Common Shares pursuant to the Revised Arrangement are lost, stolen or destroyed, upon the making of an affidavit by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the Debentures and/or Elected Common Shares to which such holder is entitled pursuant to the Arrangement. When authorizing such delivery of the Debentures and/or Elected Common Shares which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such Debentures and/or Elected Common Shares are to be delivered shall, as a condition precedent to the delivery of such the Debentures and/or Elected Common Shares, give a bond satisfactory to the Company and the Depositary in such amount as the Company may direct, or otherwise indemnify the Company and the Depositary in a manner satisfactory to the Company and the Depositary, against any claim that may be made against the Company or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the Articles of the Company.

Where a certificate representing the Notes has been destroyed, lost or stolen, the Registered Noteholder of that certificate should immediately contact the Depositary by telephone at: 1-866-393-4891 (North American Toll Free) or 416-342-1091 (Toronto).

Non-Registered Noteholders

The exchange of Notes for the Debentures in respect of Non-Registered Noteholders is expected to be made with the Non-Registered Noteholders' Intermediary through the procedures in place for such purposes between CDS and such Intermediary. Non-Registered Noteholders should contact their Intermediary if they have any questions regarding this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive their the Debentures and/or Elected Common Shares as soon as possible following completion of the Arrangement.

Cancellation of Rights

To the extent a Noteholder has not complied with the provisions of the Revised Arrangement described under the heading "*Procedure for Exchange of Notes – Exchange Procedure*" on or before the date that is 365 days following the Effective Date, being the final proscription date, then the right of such Noteholder to receive the Debentures and/or Elected Common Shares under the Arrangement in respect of its Notes and any accrued interest which such Noteholder would otherwise have been able to receive in respect of such Debentures shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any compensation therefor and any the Debentures and/or Elected Common Shares that are the subject thereof shall be cancelled, and any such accrued interest on any such Debentures shall be delivered by the Depositary to the Company.

Withholding Rights

The Company and the Depositary shall be entitled to deduct and withhold from any amount payable or otherwise deliverable to any Person under the Revised Arrangement, such amounts as 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 applicable federal, provincial, state, local or foreign tax laws, in each case, as amended. To the extent the amount required to be deducted or withheld from any amount payable or otherwise deliverable to any Person hereunder exceeds the amount of cash otherwise payable to the Person, any of the Company or the Depositary is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to the Company or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and the Company or the Depositary, as applicable, shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Person in respect of which such deduction and withholding was made, provided that such withheld amounts are remitted to the appropriate Governmental Entity.

Interests in Debentures and Elected Common Shares

Except in limited circumstances, the Debentures will be issued and deposited in electronic form with CDS or its nominee pursuant to the book-entry only system administered by CDS. Generally, certificates representing the Debentures will not be issued to Noteholders. Debentures issued under the book-entry only system will be registered in the name of the CDS nominee and deposited with CDS as a book-entry-only security. Under the CDS book-entry-only system, the CDS nominee will be treated as the owner of the Debentures for all purposes, except as required by law. Except in limited circumstances, Registered Noteholders electing to receive Elected Common Shares under the Revised Arrangement will receive certificates representing the Elected Common Shares.

RECOMMENDATION OF THE BOARD

The disinterested members of the Board, after careful consideration of a number of factors, including the foregoing reasons for the Revised Arrangement, and upon consultation with its financial advisor, unanimously determined that the Revised Arrangement is in the best interests of the Company and its stakeholders and unanimously determined to recommend: (a) to Gold Noteholders that they **VOTE FOR** the Gold Noteholders' Arrangement Resolution at the Gold Noteholders' Meeting; (b) to Silver Noteholders that they **VOTE FOR** the Silver Noteholders' Arrangement Resolution at the Silver Noteholders' Meeting; and (c) to Shareholders that they **VOTE FOR** the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution at the Shareholders' Meeting. In making its determinations and recommendations, the Board relied upon legal, tax and other advice and information received during the course of its deliberations.

The Board has also unanimously determined to recommend to Shareholders to **VOTE FOR** the Shareholders' Director Election Resolution.

RISK FACTORS

Risk Factors Relating to the Company

Certain risk factors relating to the business and securities of the Company are contained in the AIF, which is incorporated by reference in the Original Circular and which has been publicly filed on SEDAR at www.sedar.com. Noteholders and Shareholders should review and carefully consider the risk factors set forth in the AIF and consider all other information contained therein and herein and in the Company's other public filings before determining how to vote on the Revised Arrangement.

Risk Factors Relating to Non-Implementation of the Revised Arrangement

In addition to the risk factors disclosed in the Original Circular, the following is a summary of certain additional risk factors relating to non-implementation of the Revised Arrangement.

Impact of Social Concerns on Insolvency Proceedings in Colombia

Since early October 2015, the Company has been experiencing periodic disruptions in its contract mining operations at Segovia due to external security challenges from a local criminal organization, specifically targeting the contract miners at the Providencia and El Silencio mines. The dispute is linked to a request from the Colombian Attorney General's office to the Mayor of Segovia to enforce an order to close several illegal mines operating in the Company's Segovia mining title. For its part, the Company would like to formalize operations at these mines through contract mining cooperatives that provide continuing employment for the miners while improving mine safety and respecting all regulations regarding taxes, royalties and the environment. To address the security concerns, the local and national governments positioned additional officers and soldiers on site and in the town of Segovia. In early November, the situation worsened and production was again disrupted for several days. The Company continues to liaise with the local and national governments to get help in resolving the situation and restoring security to the area and mining operations to normal. However, if the Arrangement is not approved and insolvency proceedings are initiated in Colombia, or there are attempts to enforce Canadian insolvency proceedings in Colombia, there could be a significant adverse effect on the Company's operations, worsening the already volatile situation in Segovia.

Additionally, while the Company believes that it holds or will obtain all necessary approvals, licenses and permits under applicable laws and regulations in respect of its main projects and, to the extent that they have already been granted, believes it is presently complying in all material respects with the terms of such approvals, licenses and permits, it is possible that the social unrest continues to a point where the Company cannot obtain or renew all such necessary approvals, licenses or permits. It may also be possible that any of the levels of government involved in the situation try to settle the social unrest in a manner that is

prejudicial to the Company. In such an event, the Company may not be able to obtain or maintain all existing and necessary approvals, licenses and permits that may be required and/or that all project-specific governmental decrees and/or required legislative enactments will be forthcoming to explore and develop the properties on which it has exploration rights, commence construction or operation of mining facilities or to maintain continued operations that economically justify the costs involved.

As a result of the announcement by the Company of its difficulties in making timely payments of interest under the Notes and given that the Colombian subsidiaries of the Company are guarantors of, and have their assets pledged to guarantee the Notes, the Colombian Superintendent of Corporations (**SC**), the regulatory authority responsible for corporations, including insolvency matters, has placed such Colombian subsidiaries, and particularly Zandor Capital SA, the subsidiary holding the Segovia mineral rights, on a special monitoring program. This includes regular inspection visits, quarterly detailed reporting, presence at shareholders´ meetings and requirements for the immediate reporting of any material change in operations or financial situation of such entities. Lately, the SC has been asking for updates on the reorganization of the Notes. Any perceived failure of the debt reorganization process may induce the SC to place the Colombian subsidiaries of the Company in creditor protection status, including the possibility of appointing a supervisor, all of which may affect the ability of the Company to improve production and achieve the efficiencies required to comply with its obligations to Noteholders, as well as degrade the quality of the Company's assets.

Insolvency

If the Revised Arrangement is not completed, amounts due under the Indentures are accelerated and the Company is unable to refinance its existing indebtedness or incur additional indebtedness, it is likely that the Company's cash flow from operations and available liquidity would be insufficient to provide adequate funds to finance its operations going forward and the Company would be unable to meet its obligations as they generally become due, rendering it insolvent.

Insolvency Proceedings in Colombia

If the Company commences insolvency proceedings in Canada and/or Colombia, the outcome of any such insolvency process involving assets that are located in Colombia would be highly uncertain and could potentially be very unfavourable to the Noteholders and Shareholders. For example, given that most of the assets of the Company are in Colombia and are held through Colombian entities the insolvency laws of Colombia, including Colombian bankruptcy and liquidation procedures, which differ greatly from Canadian insolvency proceedings, would apply to such assets and entities. Considering the nature and location of the Company's main assets, the substantial tax and labor contingencies of the Company and the weak market for gold and silver assets, an insolvency process of the Company would be expected to take a substantial amount of time and may not yield proceeds allowing for a substantial repayment of the Notes.

Additional Risk Factors Relating to the Debentures and/or the issuance of the Elected Common Shares

The following is a summary of certain additional risk factors relating to the Debentures and/or the Elected Common Shares.

Dilution and Potential Material Change of Control

The Debentures are convertible into Common Shares. The Revised Arrangement also contemplates that Noteholders may elect to have some or all their Gold Notes and/or Silver Notes exchanged for Elected Common Shares, as an alternative to exchanging such Notes for Debentures. In each case, such conversion and/or exchange may result in significant Common Share dilution.

A maximum of 1,093,667,892 Common Shares (representing approximately 4,614% of the current issued and outstanding Common Shares) may be issued upon conversion of the Debentures, assuming (i) all

interest on the Debentures are paid as PIK interest over the life of the Debentures to maturity, (ii) no Debentures are redeemed, (iii) all Debentures are converted immediately prior to maturity, (iv) the Exchange Date is January 19, 2016, and (iv) no Noteholders elect to exchange Notes for Elected Common Shares.

In the alternative, should all Notes be exchanged for Elected Common Shares, a maximum of 1,437,125,273 Common Shares (representing approximately 6,063% of the current issued and outstanding Common Shares) may be issued upon such exchange of Notes, assuming the Exchange Date is January 19, 2016.

In addition, conversions of Debentures or exchanges of Notes for Elected Common Shares may result in a material change of control as a holder converting Debentures and/or exchanging Notes, as applicable, may acquire more than 20% of the outstanding Common Shares upon conversion or exchange, depending on the principal amount of Debentures so converted or Notes so exchanged.

Requirement to Sell Common Shares in Certain Circumstances

A holder of Debentures may be required to sell Common Shares acquired upon the election to receive the Elected Common Shares under the Revised Arrangement and/or the conversion of Debentures in certain circumstances. If either: (i) a conversion of the Debentures, or (ii) the election to receive Elected Common Shares under the Revised Arrangement would result in the holder being issued Common Shares that, together with any other Common Shares held by such holder, would constitute 10% or more of the then outstanding Common Shares, then such holder must, as a condition to such conversion, provide to the Company and the TSX (or other applicable stock exchange) an undertaking to (i) file with the TSX (or other applicable stock exchange) such documentation as may be required by the TSX (or other applicable stock exchange), which may include, among other things, a Personal Information Form, if, on the 10th Business Day following such conversion (or receipt of the Elected Common Shares), such holder continues to hold Common Shares constituting 10% or more of the then outstanding Common Shares; and (ii) if such Personal Information Form is not cleared by the TSX, within 20 Business Days following notice from the TSX thereof to the holder, such holder will sell that number of Common Shares in order to decrease his, her or its holdings of Common Shares below 10% of the then outstanding Common Shares.

No Market for the Debentures

Although the TSX has conditionally approved the listing of the Debentures subject to the Company fulfilling all of the requirements of the TSX, there can be no assurance that the Company will meet the listing conditions applicable to the Debentures. As such, there is currently no market through which the Debentures may be sold. There can be no assurance that a secondary market for trading in the Debentures will develop or that any secondary market, which does develop, will continue. In addition, principal amounts of Debentures less than $1,000 may be highly illiquid.

Change in Tax Laws

The Amended and Restated Indentures will not contain a requirement that the Company increase the amount of interest or other payments to holders of Debentures in the event that the Company is required to withhold amounts in respect of income or similar taxes on payment of interest or other amounts on the Debentures. At present, the Company will not withhold from such payments to holders of Debentures resident in Canada or in the United States who deal at arm's length with the Company, but no assurance can be given that applicable income tax laws or treaties will not be changed in a manner that may require the Company to withhold amounts in respect of tax payable on such amounts.

Withholding tax and Participating Debt Interest

Effective January 1, 2008, the Tax Act was amended to generally eliminate withholding tax on interest paid or credited to non-residents of Canada with whom the payor deals at arm's length. However, Canadian

withholding tax continues to apply to payments of "participating debt interest". For purposes of the Tax Act, participating debt interest is generally interest that is paid on an obligation where all or any portion of such interest is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any similar criterion.

Under the Tax Act, when a debenture or other debt obligation issued by a person resident in Canada is assigned or otherwise transferred by a non-resident person to a person resident in Canada (which would include a conversion of the obligation or payment on maturity), the amount, if any, by which the price for which the obligation was assigned or transferred exceeds the price for which the obligation was issued is deemed to be a payment of interest on that obligation made by the person resident in Canada to the non-resident (an "excess"). The deeming rule does not apply in respect of certain "excluded obligations", although it is not clear whether a particular convertible debenture would qualify as an "excluded obligation". If a convertible debenture is not an "excluded obligation", issues that arise are whether any excess would be considered to exist, whether any such excess which is deemed to be interest is "participating debt interest", and if the excess is participating debt interest, whether that results in all interest on the obligation being considered to be participating debt interest.

The CRA has recently stated that no excess, and therefore no participating debt interest, would in general arise on the conversion of a "standard convertible debenture" (as that term was defined in a letter from the Joint Committee on Taxation of the Canadian Bar Association and the Canadian Institute of Chartered Accountants sent to the CRA on May 10, 2010) and therefore, there would be no withholding tax in such circumstances (provided that the payor and payee deal at arm's length for purposes of the Tax Act). The Debentures should generally meet the criteria set forth in the CRA's recent statement. However, the application of CRA's published guidance to the Debentures is uncertain and there is a risk that CRA could take the position that amounts paid or payable to a non-resident holder of Debentures on account of interest or any excess may be subject to Canadian withholding tax at a rate of 25% (subject to any reduction in accordance with any applicable income tax treaty or convention). The Amended and Restated Indentures will not contain a requirement that the Company increase the amount of interest or other payments to holders of Debentures in the event that it is required to withhold Canadian withholding tax on payment of interest (including any excess that may be considered to be participating debt interest).

CERTAIN LEGAL AND TSX MATTERS

Court Approval

On October 27, 2015, the Company obtained the Interim Order providing for the calling, holding and conducting of the Gold Noteholders' Meeting and the Silver Noteholders' Meeting and other procedural matters, which Interim Order was subsequently amended by an Order (the **Extension Order**) of the Supreme Court of British Columbia made November 27, 2015 in order to extend certain dates in connection with the Revised Arrangement. Copies of the Interim Order and the Extension Order, are together attached hereto as Appendix E and the Amended Notice of Hearing of Petition is attached hereto as Appendix F. If the Gold Noteholders' Arrangement Resolution, the Silver Noteholders' Arrangement Resolution, the Shareholders' Issuance Resolution and the Shareholders' Restructuring Resolution are approved at the Meeting, the Company will apply for the Final Order. Subject to the foregoing, the Court hearing in respect of the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) / 12:45 p.m. (Toronto time), on January 8, 2015, or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as the Court may direct, at the Supreme Court of British Columbia, located at 800 Smithe Street, Vancouver, British Columbia.

At the Court hearing, Noteholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court, the Interim Order and any further order of the Court. Although the authority of the Court is very broad under the BCBCA, the Company has been advised by counsel that the Court will consider, among other things, the fairness and reasonableness of the Revised Arrangement and the rights and interests of every person affected. The Court may approve the Revised Arrangement as proposed or as amended in any manner the Court may direct. The Court's approval is required for the Revised Arrangement to become effective.

Under the terms of the Interim Order, any Noteholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order. Any person desiring to appear at the hearing of the application for the Final Order is required to file with the Court and deliver to the Company's legal counsel at the address set out below, by or before 4:00 p.m. (Vancouver time) / 7:00 p.m. (Toronto time) on January 6, 2015, a response to petition (the **Response to Petition**) and a copy of all materials upon which they intend to rely. **Noteholders who wish to participate in or be represented at the Court hearing should consult their legal advisors as to the necessary requirements**.

The Response to Petition and supporting materials must be delivered, within the time specified, to the Company's legal counsel at the following address:

Bull, Housser & Tupper LLP
Barristers and Solicitors
1800 – 510 West Georgia Street
Vancouver, British Columbia
V6B 0M3

Attention: Kieran E. Siddall

Canadian Securities Law Matters

MI 61-101

As a reporting issuer in each of the provinces of Canada other than Quebec, the Company is subject to applicable securities laws of such provinces. The securities regulatory authority in the Province of Ontario has adopted MI 61-101, which regulates transactions that raise the potential for conflicts of interest.

MI 61-101 regulates certain types of transactions to ensure fair treatment of security holders when, in relation to a transaction, there are persons in a position that could cause them to have an actual or reasonably perceived conflict of interest or informational advantage over other security holders. If MI 61-101 applies to a proposed transaction of a reporting issuer, then enhanced disclosure in documents sent to security holders, the approval of security holders excluding, among others, "interested parties" (as defined in MI 61-101), and a formal valuation prepared by an independent and qualified valuator, are all mandated (subject to certain exemptions).

The protections afforded by MI 61-101 apply to, among other transactions, "related party transactions" (as defined in MI 61-101) which include issuances of securities to "related parties" of the issuer (as defined in MI 61-101).

The directors and the senior officers of the Company, any Person that has beneficial ownership of, or control or direction over, directly or indirectly, or a combination of beneficial ownership of, and control or direction over, directly or indirectly, more than 10% of the Common Shares, and the directors or senior officers of such Persons are all related parties of the Company for the purposes of MI 61-101. Since certain related parties of the Company hold Notes and, under the Revised Arrangement, will be issued Debentures and/or Elected Common Shares and will, along with all other Gold Noteholders, receive their pro rata portion of the Restructuring Fee added to the aggregate principal amount outstanding under the Gold Notes, the Revised Arrangement will be considered a "related party transaction" within the meaning of MI 61-101.

Formal Valuation Exemption

The Company is relying on the financial hardship exemption from the requirement to obtain a formal valuation in connection with the Revised Arrangement, pursuant to section 5.5(g) of MI 61-101, based on the following: (i) the Company is in serious financial difficulty, (ii) the Revised Arrangement is designed to improve the financial position of the Company, (iii) the Company is not currently bankrupt or insolvent, (iv) section 5.5(f) of MI 61-101 is not applicable in connection with the Revised Arrangement; (v) the

Company has one or more independent directors in respect of the Revised Arrangement; and (vi) the Board and at least two-thirds of such independent directors, acting in good faith, have determined that items (i) and (ii) above apply and that the terms of the Revised Arrangement are reasonable in the circumstances of the Company.

Prior Valuation

During the previous 24 months, no prior valuations have been made in respect of the Company relating to the Gold Notes, Silver Notes, and Common Shares which would require disclosure in accordance with section 6.8 of MI 61-101.

Prior Offer

During the previous 24 months, the Company has not received any prior formal offers relating to the Gold Notes, Silver Notes or Common Shares, or other offers that are otherwise relevant to the Revised Arrangement.

Minority Shareholder Approval

MI 61-101 requires that, in addition to any other required security holder approval, a related party transaction is subject to "minority approval" (as defined in MI 61-101) of every class of "affected securities" (as defined in MI 61-101) of the issuer. As a result, the Shareholders' Restructuring Resolution will require the affirmative vote of a simple majority of the votes cast by all Shareholders, present in person or represented by proxy at the Shareholders' Meeting, other than with respect to Common Shares beneficially owned, or over which control or direction is exercised, by: (i) the issuer, (ii) "interested parties" (as defined in MI 61-101), (iii) any related party of an interested party, and (iv) any person that is a "joint actor" (as defined in MI 61-101) with any Person under (ii) or (iii) above.

The Common Shares are "affected securities" in connection with the Revised Arrangement.

Based on the above, to the knowledge of the Company after reasonable inquiry, as at the date hereof, the votes of the following persons are required to be excluded for purposes of "minority approval" in accordance with MI 61-101:

Name	**Principal Amount of Gold Notes Held**	**Principal Amount of Silver Notes Held**	**Number of Common Shares Beneficially Owned, or Controlled or Directed**	**Percentage of Outstanding Common Shares**
Serafino Iacono	$5,002,000	$2,002,000	599,897	2.53%
Miguel de la Campa	$1,000,000	$1,000,000	194,776	0.82%
Jaime Perez Branger	$150,000	-	11,557	0.04%
Michael Davies	$125,000	$85,000	29,175	0.12%
Peter Volk	$300,000	$389,000	23,029	0.10%
Blue Pacific Assets Corp.	$4,000,000	-	3,538,326	14.93%
Jose Francisco Arata	-	$1,000,000	6,420	0.03%
Laureano von Siegmund	$100,000	$100,000	26,589	0.11%
Total	**$10,675,000**	**$4,576,000**	**4,429,769**	**18.68%**

Additional Information Required Under MI 61-101

In addition to the disclosure elsewhere in this Supplemental Circular, MI 61-101 requires that certain additional information be provided in connection with a related party transaction, as set out below.

The following table states the Common Shares, Gold Notes, Silver Notes, stock options and Warrants (including the percentage of the total outstanding of such securities) beneficially owned or controlled, directly or indirectly, as of the date hereof, by each director and officer of the Company and, after reasonable enquiry, by each associate or affiliate of the Company, each insider of the Company (other than a director or officer of the Company), each associate or affiliate of an insider of the Company, and each person acting jointly or in concert with the Company:

Name	Number of Common Shares	% of Outstanding Common Shares	Principal Amount of Gold Notes ($)	% of Outstanding Gold Notes	Number of Silver Notes ($)	% of Outstanding Silver Notes	Number of Stock Options	% of Outstanding Stock Options	Number of Warrants	% of Outstanding Warrants
Serafino Iacono	599,897	2.53%	5,000,000	5.00%	2,002,000	2.55%	90,000	7.99%	50,000	0.96%
Miguel de la Campa	194,776	0.82%	1,000,000	1.00%	1,000,000	1.27%	90,000	7.99%	10,000	0.19%
Hernan Martinez	14,400	0.06%	-	-	-	-	47,000	4.17%	-	-
Robert Metcalfe	7,400	0.03%	-	-	-	-	54,600	4.84%	326	0.01%
Jaime Perez Branger	11,557	0.04%	150,000	0.15%	-	-	90,000	7.99%	1,500	0.03%
Maria Consuelo Araujo	6,850	0.03%	-	-	-	-	135,000	11.98%	-	-
Michael Davies	29,175	0.12%	125,000	0.13%	85,000	0.11%	60,000	5.32%	1,250	0.02%
Jose Noguera	-	-	-	-	-	-	15,000	1.33%		
Lombardo Paredes Arenas	-	-	-	-	-	-	90,000	7.99%	-	-
Peter Volk	23,029	0.10%	300,000	0.30%	389,000	0.49%	60,000	5.32%	9,745	0.19%
Blue Pacific Assets Corp.(1)	3,538,326	14.93%	4,000,000	4.00%	-	-	-	-	1,167,953	22.41%
Jose Francisco Arata	6,420	0.03%	-	-	1,000,000	1.27%	-	-	-	-
Laureano von Siegmund	26,589	0.11%	100,000	0.01%	100,000	0.13%	2,200	0.20%	1,000	0.02

Note:

(1) Messrs. Iacono, de la Campa, Arata, Perez Branger and von Siegmund are each beneficial holders of a non-controlling portion of Blue Pacific Assets Corp.

The information as to security holdings of Persons in the above table, not being within the knowledge of the Company, has been obtained by the Company from public filings on SEDI and, as applicable, SEDAR.

If the Revised Arrangement is effected, the Persons in the above table would be treated identically to the other securityholders of the same class and would not receive any direct or indirect benefit as a result of

voting in favour of the Revised Arrangement that is different than the other securityholders of the same class.

No securities of the Company have been purchased or issued by the Company in the 12 months preceding the date hereof, other than issuances of securities pursuant to exercises of stock option and warrants.

During the two years preceding the date hereof, the Company has not paid any dividends or distributions. Except as otherwise disclosed in the AIF or pursuant to the TSX's policies and the BCBCA, there are no restrictions on the Company that would prevent it from paying a dividend or distribution. However, the Company does not currently have a dividend or distribution policy in place.

Issuance and Resale of Securities Received in the Recapitalization

The issuance of the Debentures and/or Elected Common Shares will be exempt from the prospectus requirements under applicable Canadian securities laws. The Debentures and/or Elected Common Shares issued pursuant to the Revised Arrangement will generally be "freely tradeable" under applicable Canadian securities laws in force in Canada if the following conditions (as specified in NI 45-102) are satisfied: (i) the trade is not a control distribution (as defined in NI 45 102); (ii) no unusual effort is made to prepare the market or to create a demand for the Debentures and/or Elected Common Shares that are the subject of the trade; (iii) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (iv) if the selling securityholder is an insider or officer of Gran Colombia, the selling securityholder has no reasonable grounds to believe that the issuer is in default of securities legislation.

United States Securities Law Matters

Exemption from the Registration Requirements of the U.S. Securities Act

The 2020 Debentures, the 2018 Debentures and/or the Elected Common Shares to be issued by the Company, in exchange for the Gold Notes and the Silver Notes, respectively, pursuant to the Revised Arrangement, will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act, on the basis of the approval of the Court, and similar or other exemptions from registration provided under applicable state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements of the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Revised Arrangement will be considered. The Court issued the Interim Order on October 27, 2015 and, subject to the approval of the Revised Arrangement, a hearing on the Revised Arrangement will be held on January 8, 2015. Accordingly, the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the 2020 Debentures, the 2018 Debentures and/or the Elected Common Shares to be issued by the Company in exchange for the Gold Notes and the Silver Notes, respectively, pursuant to the Revised Arrangement.

Resales of the 2020 Debentures, the 2018 Debentures and/or the Common Shares

The 2020 Debentures, the 2018 Debentures and/or the Elected Common Shares to be issued in exchange for the Gold Notes and the Silver Notes, respectively, pursuant to the Revised Arrangement will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" of the Company after the Effective Date, or were "affiliates" of the Company within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by

contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of the 2020 Debentures, the 2018 Debentures or the Elected Common Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell the 2020 Debentures, the 2018 Debentures or the Elected Common Shares outside the United States without registration under the U.S. Securities Act pursuant to Regulation S under the U.S. Securities Act. In addition, such affiliates (and former affiliates) may also resell the 2020 Debentures, the 2018 Debentures or the Elected Common Shares pursuant to Rule 144 under the U.S. Securities Act, if available.

TSX Matters

Share Issuance Requirements

The TSX regulates the issuance or potential issuance of listed securities, such as the potential issuance of the Common Shares pursuant to the terms of the Debentures. The TSX will require securityholder approval in a number of instances including: (i) where an issuance of listed securities will "materially affect control"; or (ii) where the issuance of listed securities would exceed 25% of the then issued and outstanding securities; or (iii) where the number of listed securities issuable to insiders exceeds 10% of the then issued and outstanding number of Common Shares.

Pursuant to the terms of the Debentures, the Debentures are convertible into Common Shares at the 2020 Debenture Conversion Price of $0.20 per Common Share for every $1,000 principal amount of 2020 Debentures (representing a conversion rate of approximately 5,000 Common Shares per $1,000 principal amount of 2020 Debentures) and the 2018 Debenture Conversion Price of $0.25 per Common Share (representing a conversion rate of 4,000.00 Common Shares per $1,000 principal amount of 2018 Debentures). Assuming (i) all interest on the Debentures are paid as PIK interest over the life of the Debentures to maturity, (ii) no Debentures are redeemed, (iii) all Debentures are converted immediately prior to maturity, and (iv) the Exchange Date is January 19, 2016, a maximum of 1,093,667,892 Common Shares (representing approximately 4,614% of the current issued and outstanding Common Shares), may be issued pursuant to the Debentures.

Pursuant to the Plan of Arrangement, Noteholders may also elect to have some or all their Gold Notes and/or Silver Notes exchanged for Elected Common Shares, as an alternative to exchanging such Notes for Debentures. In such case, should all Notes be exchanged for Elected Common Shares, a maximum of 1,437,125,281 Common Shares (representing approximately 6,063% of the current issued and outstanding Common Shares) may be issued upon such exchange of Notes, assuming the Exchange Date is January 19, 2016.

At the Exchange Date, any Noteholder holding more than approximately $770,000 principal amount of Notes has the potential to hold more than 20% of the outstanding Common Shares on a partially-diluted basis upon exchange of such holder’s Notes, assuming no other Notes, Debentures or other securities exercisable or convertible into Common Shares are converted, exercised or exchanged.

In addition, during the ensuing terms of the Debentures, any 2020 Debenture holder holding more than approximately $1,185,000 principal amount of 2020 Debentures and any 2018 Debenture holder holding more than approximately $1,481,000 principal amount of 2018 Debentures has the potential to hold more than 20% of the outstanding Common Shares on a partially-diluted basis upon conversion of such holder’s 2020 Debentures or 2018 Debentures, respectively, assuming no other Debentures, Notes or other securities exercisable or convertible into Common Shares are converted, exercised or exchanged.

As a result, there is the potential that a Debenture holder or a Noteholder holding more than such amounts could "materially affect control" of the Company. Any holder of more than 20% of the outstanding Common Shares would also be subject to TSX and regulatory requirements associated with holding that percentage of a company’s common shares. Though it is the Company’s expectation that Debentures and Notes would

be converted or exchanged, as applicable, with the intention to sell the underlying Common Shares received there is no requirement to do so.

Further, at the Exchange Date, any Noteholder holding more than approximately $342,000 principal amount of Notes has the potential to hold more than 10% of the outstanding Common Shares on a partially-diluted basis upon exchange of such holder's Notes, assuming no other Notes, Debentures or other securities exercisable or convertible into Common Shares are converted, exercised or exchanged.

In addition, during the ensuing terms of the Debentures, any 2020 Debenture holder holding more than approximately $526,000 principal amount of 2020 Debentures and any 2018 Debenture holder holding more than approximately $658,000 principal amount of 2018 Debentures, has the potential to hold more than 10% of the outstanding Common Shares on a partially-diluted basis upon conversion of the 2020 Debentures or 2018 Debentures, respectively, assuming no other Debentures, Notes or other securities exercisable or convertible into Common Shares are converted, exercised or exchanged.

Any holder of more than 10% of the outstanding Common Shares would also be subject to TSX and regulatory requirements associated with holding that percentage of a company's common shares.

Insiders if no Elected Common Shares are issued for under Revised Arrangement - Based on publicly available information, to the knowledge of the Company, upon completion of the Revised Arrangement the following persons will hold Debentures that are convertible into a number of Common Shares greater than 10% of the Company's issued and outstanding Common Shares, assuming no Debentures or other securities exercisable or convertible into Common Shares are converted or exercised *and* assuming that Noteholders do not exchange any Notes for Elected Common Shares under the Revised Arrangement:

Name	Principal Amount of Gold Notes Held	Principal Amount of Silver Notes Held	Principal Amount of 2020 Debentures to be Received Under Arrangement[(1)]	Principal Amount of 2018 Debentures to be Received Under Arrangement[(1)]	Maximum Number of Common Shares Issuable Pursuant to Debentures[(2)]	Percentage of Outstanding Common Shares on a Partially-diluted Basis[(3)]
Serafino Iacono	$5,000,000	$2,002,000	$5,263,477	$2,076,655	34,624,007	59.36%
Miguel de la Campa	$1,000,000	$1,000,000	$1,052,695	$1,037,290	9,412,639	28.42%
Blue Pacific Assets Corp.[(4)]	$4,000,000	-	$4,210,782	-	21,053,908	47.04%
Jose Francisco Arata	-	$1,000,000	-	$1,037,290	4,143,162	14.90%
Peter Volk	$300,000	$389,000	$315,809	$4,034,506	3,193,067	11.87%

Notes:

(1) Assuming the Exchange Date is January 19, 2016 and accrued and unpaid interest as of the Exchange Date in the amount of $32.70 and $37.29 for every $1,000 of Gold Notes and every $1,000 of Silver Notes, respectively.

(2) Does not take into account any Common Shares that may be issued to satisfy the Company's obligation to repay principal plus accrued and unpaid interest on the Debentures on maturity.

(3) Assuming the holder converts all of its 2020 Debentures and 2018 Debentures and no other securities that are convertible or exercisable into Common Shares are converted or exercised, as applicable.

(4) Messrs. Iacono, de la Campa, Arata, Perez Branger and von Siegmund are each beneficial holders of a non-controlling portion of Blue Pacific Assets Corp.

Insiders if only Elected Common Shares are issued under Revised Arrangement - Based on publicly available information, to the knowledge of the Company, upon completion of the Revised Arrangement the following persons will hold a number Common Shares greater than 10% of the Company's issued and

outstanding Common Shares, assuming no securities exercisable or convertible into Common Shares are converted or exercised *and* assuming that Noteholders do not exchange any Notes for Debentures under the Revised Arrangement and therefore only Elected Common Shares are issued in exchange for Notes:

Name	Principal Amount of Gold Notes Held	Principal Amount of Silver Notes Held	Maximum Number of Elected Common Shares Issuable Pursuant to Revised Arrangement[(1)]	Percentage of Outstanding Common Shares on a Partially-diluted Basis[(3)]
Serafino Iacono	$5,000,000	$2,002,000	56,460,288	70.43%
Miguel de la Campa	$1,000,000	$1,000,000	16,076,165	40.41%
Blue Pacific Assets Corp.[(3)]	$4,000,000	-	32,389,327	57.74%
Jose Francisco Arata	-	$1,000,000	7,978,835	25.18%
Peter Volk	$300,000	$389,000	5,532,956	18.92%

Notes:

(1) Assuming that (i) the Exchange Date is January 19, 2016, (ii) accrued and unpaid interest as of the Exchange Date in the amount of $32.70 and $37.29 for every $1,000 of Gold Notes and every $1,000 of Silver Notes, respectively.

(2) Assuming the holder converts all of its Notes for Elected Common Shares and no other securities that are convertible or exercisable into Common Shares are converted or exercised, as applicable.

(3) Messrs. Iacono, de la Campa, Arata, Perez Branger and von Siegmund are each beneficial holders of a non-controlling portion of Blue Pacific Assets Corp.

The information as to security holdings of persons in the above tables, not being within the knowledge of the Company, has been obtained by the Company from public filings on SEDI and, as applicable, SEDAR.

Certain Silver Noteholders and insiders of the Company including those listed above, totaling approximately 10% of the Silver Notes, have indicated their intention to exchange their Silver Notes into Elected Common Shares on the Exchange Date rather than 2018 Debentures.

The Revised Arrangement triggers the requirement under the TSX rules for approval of the Shareholders' Issuance Resolution from the holders of a majority of the currently issued and outstanding Common Shares of the Company, excluding the votes attached to the Common Shares held by the Shareholders who are not Disinterested Shareholders, as the Revised Arrangement could result in the issuance of Common Shares (i) that is greater than 25% of the number of Common Shares currently issued and outstanding, (ii) to insiders of the Company that is greater than 10% of the number of Common Shares currently issued and outstanding, and (iii) that could materially affect the control of the Company as the Revised Arrangement could result in a new holding of more than 20% of the Common Shares.

To the knowledge of the Company, the Shareholders whose Common Shares are required to be excluded from the vote on the Shareholders' Issuance Resolution are set out in the table below:

Name	Principal Amount of Gold Notes Held	Principal Amount of Silver Notes Held	Number of Common Shares Beneficially Owned, or Controlled or Directed	Percentage of Outstanding Common Shares
Serafino Iacono	$5,000,000	$2,002,000	599,897	2.53%
Miguel de la Campa	$1,000,000	$1,000,000	194,776	0.82%
Jaime Perez Branger	$150,000	-	11,557	0.04%

Name	Principal Amount of Gold Notes Held	Principal Amount of Silver Notes Held	Number of Common Shares Beneficially Owned, or Controlled or Directed	Percentage of Outstanding Common Shares
Michael Davies	$125,000	$85,000	29,175	0.12%
Peter Volk	$300,000	$389,000	23,029	0.10%
Blue Pacific Assets Corp.	$4,000,000	-	3,538,326	14.93%
Jose Francisco Arata	-	$1,000,000	6,420	0.03%
Laureano von Siegmund	$100,000	$100,000	26,589	0.11%
Total	**$10,675,000**	**$4,576,000**	**4,429,769**	**18.68%**

TSX Listing

The listing of the Debentures is subject to the final approval of the TSX and remains subject to the Company fulfilling all of the requirements of the TSX. See "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of 2020 Debentures – TSX Listing*" and "*Revised Terms of the Debentures and the Amended and Restated Indentures – Summary of Key Terms of 2018 Debentures – TSX Listing*".

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summary fairly describes the principal Canadian federal income tax considerations under the *Income Tax Act* (Canada) (the **Tax Act**) generally applicable as of the date hereof to a holder who exchanges Notes for Debentures or Elected Common Shares pursuant to the Revised Arrangement and who, for purposes of the Tax Act and at all relevant times, holds and will hold his or her Notes and Debentures or Elected Common Shares acquired under the Revised Arrangement, and Elected Common Shares acquired on the conversion of Debentures, as capital property, and deals at arm's length with, and is not affiliated with, the Company. A holder who meets all of the foregoing requirements is referred to herein as a **Noteholder**, and this summary only addresses such Noteholders.

Notes, Debentures and Elected Common Shares will generally be considered to be capital property of a Noteholder provided such Noteholder does not use or hold and is not deemed to use or hold such securities in carrying on a business or in an adventure in the nature of trade. Certain Noteholders whose securities might not otherwise qualify as capital property may, in certain circumstances, be able to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to deem such Notes, Debentures and Elected Common Shares, and all other Canadian securities (within the meaning of the Tax Act) owned by such Noteholders in the taxation year of the election and in all subsequent taxation years, to be capital property. Noteholders to whom this election may be relevant should consult with their own tax advisors with respect to all applicable implications in their particular circumstances.

This summary does not address holders who acquire Debentures or Common Shares otherwise than under the Revised Arrangement. In addition, this summary does not apply to a holder (including a Noteholder) (a) that is a financial institution for purposes of the mark to market rules in the Tax Act, (b) that is a specified financial institution for purposes of the Tax Act, (c) an interest in which would be a tax shelter investment within the meaning of the Tax Act, (d) that has elected under the Tax Act to determine his or her Canadian tax results in a currency other than Canadian currency or, (e) who enters into a "derivative forward agreement" within the meaning of the Tax Act with respect to the Notes, Debentures or Common Shares. Any such persons should contact their own tax advisors with respect to the tax consequences of the Revised Arrangement to them. In addition, this summary does not deal with the circumstances of traders or dealers and does not address other special circumstances.

This summary is based on the current provisions of the Tax Act and the regulations thereunder (the **Regulations**), all specific proposals to amend the Tax Act or the Regulations that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the **Proposed Amendments**), our understanding of the current published administrative and assessing practices and policies of the CRA. This summary assumes that the Proposed Amendments will be enacted in the form proposed and does not take into account or anticipate any other changes in law or administrative policy, whether by way of judicial, legislative or governmental decision or action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed in this summary. No assurance can be given that the Proposed Amendments will be enacted as currently proposed or at all, or that legislative, judicial or administrative changes will not modify or negate the statements expressed in this summary.

For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Notes, Debentures and Common Shares must be determined in Canadian dollars. Any such amount that is expressed or denominated in a currency other than Canadian dollars must be converted into Canadian dollars using the relevant exchange rate quoted by the Bank of Canada at noon on the relevant day or such other rate of exchange acceptable to the Minister of National Revenue.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to the Revised Arrangement. The tax consequences of the Revised Arrangement will vary according to the status of the holder, the jurisdiction in which the holder resides or carries on business, and the holder's own particular circumstances. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder and no representations with respect to the income tax consequences of the Revised Arrangement to any particular holder is made. All holders (including Noteholders as defined above) should obtain independent advice from their own tax advisors regarding the tax considerations to them of the Revised Arrangement having regard to their own particular circumstances. Holders who dissent from the Revised Arrangement are not addressed in this summary, and should also obtain independent advice from their own advisors.

Residents of Canada

This portion of the summary applies only to Noteholders (as defined above) who, for purposes of the Tax Act and at all relevant times, are or are deemed to be resident in Canada and who exchange their Notes for Debentures or Elected Common Shares pursuant to the Revised Arrangement. Noteholders who meet these requirements are referred to in this portion of the summary as **Resident Noteholders**, and this portion of the summary only addresses such Resident Noteholders.

Payments of Interest on Notes pursuant to the Revised Arrangement

A Resident Noteholder that is a corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary will be required to include in its income for a taxation year any interest on the Notes that accrues to it or is deemed to accrue to it up to the Exchange Date or that became receivable or was received (including interest capitalized and added to the principal amount of the Notes) by it on or before the Exchange Date (except to the extent such interest was otherwise included in computing income for the year or for a preceding year). Other Resident Noteholders (including individuals) will be required to include in income for a taxation year any interest on the Notes received or receivable (including interest capitalized and added to the principal amount of the Notes) in the year (depending on the method regularly followed by such holder in computing income) except to the extent such amount was otherwise included in its income for the year or a preceding year. Such other Resident Noteholders will also be required to include in computing income any interest that accrues on the Notes up to any anniversary day (as defined in the Tax Act) of the Notes in the year to the extent such amount was not otherwise included in such holders' income for that or a preceding year.

A Resident Noteholder 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 tax (refundable in certain circumstances) of 6⅔% on its aggregate investment income for the year, which is defined to include interest.

Exchange of Notes for Debentures or Common Shares pursuant to the Revised Arrangement

Subject to the discussion in the immediately following paragraph, the exchange by a Resident Noteholder of Notes for Debentures or Elected Common Shares pursuant to the Revised Arrangement would result in a capital gain or capital loss to the Resident Noteholder if and to the extent that the proceeds of disposition of the Notes (being the fair market value of the Debentures or Common Shares received by a Resident Noteholder) exceeds (or is exceeded by) the adjusted cost base to the Resident Noteholder of the Notes so exchanged. The treatment of capital gains and losses are described below under *Taxation of Capital Gains and Capital Losses*. The cost of the Debentures or Elected Common Shares so received will be equal to the fair market value of such Debentures or Elected Common Shares. If and to the extent that the fair market value of the Debentures received by a Resident Noteholder on the exchange is less than the adjusted cost base to the Resident Noteholder of the Notes exchanged for Debentures, the loss otherwise realized will be denied for purposes of the Tax Act and will instead be added in computing the Noteholder's adjusted cost base of the Debentures so received. No formal valuation of the Debentures has been sought or obtained, and the Company is not able to provide substantive guidance as to the fair market value of the Debentures. If Debentures are listed at the relevant time, the trading price of Debentures may be a reference price for these purposes, subject to all relevant factors, but any such trading price should not be viewed as definitive, nor binding on CRA.

Certain jurisprudence can be interpreted as implying that a gain arising on the exchange of Notes for Debentures or Elected Common Shares may be treated as equivalent to interest and should be included in computing the Resident Noteholder's income as interest. While not free from doubt, the Company believes that the better view is that this interpretation should not and would not be applied to a Resident Noteholder on the exchange of Notes. No advanced tax ruling has been sought or obtained with respect to any of the foregoing, and Resident Noteholders to whom this may be relevant should consult with their own tax advisors in this regard.

Taxation of Capital Gains and Capital Losses

Generally, one half of any capital gain (a **taxable capital gain**) realized in a taxation year must be included in the Noteholder's income for the year and one-half of any capital loss (an **allowable capital loss**) realized in a taxation year is deducted from taxable capital gains realized by the Noteholder in the year. Allowable capital losses in excess of taxable capital gains for a taxation year may be carried back three years or forward indefinitely, in the circumstances and to the extent provided by the Tax Act.

A Resident Noteholder 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 tax (refundable in certain circumstances) of 6⅔% on its aggregate investment income for the year, which is defined to include taxable capital gains.

Capital gains realized by an individual (including certain trusts) may be subject to the alternative minimum tax.

Tax Treatment of Debentures

Interest on Debentures

A Resident Noteholder that is a corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary will be required to include in its income for a taxation year any interest on the Debentures that accrues to it or is deemed to accrue to it to the end of the year or that became receivable or was received by it before the end of the year (except to the extent such interest was otherwise included

in computing income for the year or for a preceding year). Other Resident Noteholders (including individuals) will be required to include in income for a taxation year any interest on the Debentures received or receivable in the year (depending on the method regularly followed by such holder in computing income) except to the extent such amount was otherwise included in its income for the year or a preceding year. Such other Resident Noteholders will also be required to include in computing income any interest that accrues on the Notes up to any anniversary day (as defined in the Tax Act) of the Debentures in the year to the extent such amount was not otherwise included in such holders' income for that or a preceding year.

It is possible that the Debentures may be prescribed debt obligations for purposes of the Tax Act. If so, Resident Noteholders (whether individuals, corporations or other holders referenced above) would generally be required to include in income for each taxation year certain amounts deemed to accrue as interest income. These rules could require Resident Noteholders to include in income on an accrual basis up to the maximum possible interest applicable to Debentures for each taxation year even if such maximum amount is not actually received or receivable in the taxation year. Resident Noteholders are advised to consult with their own tax advisors with respect to interest accrual under the prescribed debt obligation rules.

A Resident Noteholder 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 tax (refundable in certain circumstances) of 6⅔% on its aggregate investment income for the year, which is defined to include interest.

Disposition of Debentures

On a disposition or deemed disposition of Debentures (including on redemption or payment on maturity), the Resident Noteholder will in general terms be required to include in computing income any interest paid or accrued to the date of such disposition or deemed disposition, except to the extent such interest has already been included in computing the Resident Noteholder's income. Where the Resident Noteholder has disposed of the Debentures for consideration equal to their fair market value, the Resident Noteholder in general terms may be entitled to a deduction to the extent that the aggregate amounts of interest included in computing the Resident Noteholder's income for the year of disposition or a previous year (including any deemed interest accrual under the prescribed debt obligation rules referenced above) exceeds amounts received or receivable in respect of such interest. In general terms, a disposition or deemed disposition of Debentures will also result in a capital gain (or capital loss) equal to the amount, if any, by which the aggregate proceeds of disposition, net of any amount included in the Resident Noteholder's income as interest and net of any reasonable costs of disposition, exceed (or are less than) the Resident Noteholder's adjusted cost base of the Debentures immediately before the disposition. Any such capital gain or loss will be subject to the considerations described above under the heading "*Taxation of Capital Gains and Capital Losses*".

It is possible that the "issue price" of the Debentures for purposes of the Tax Act will be less than their stated principal such that a discount may be considered to arise on issuance of the Debentures. If so, a Resident Noteholder may be required to include the discount in computing income in the taxation year in which the discount arises or in which it is considered received or receivable by the Resident Noteholder.

If the Company pays any amount upon the redemption, purchase or maturity of a Debenture by issuing Common Shares to the Resident Noteholder, the Resident Noteholder's proceeds of disposition of the Debenture will be equal to the fair market value, at the time of disposition of the Debenture, of the Common Shares and any other consideration so received, but not including amounts in respect of interest, as described above. The Resident Noteholder's adjusted cost base of the Common Shares so received will be equal to the fair market value of such Common Shares. For the purposes of determining the adjusted cost base to a Resident Noteholder of Common Shares so received at any time, the cost of such Common Shares will be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Noteholder as capital property at that time.

Conversion of Debentures

A Resident Noteholder who converts a Debenture into Common Shares (or Common Shares and cash in lieu of a fraction of a Common Share) pursuant to the conversion privilege will be deemed not to have disposed of the Debenture, and accordingly, will not be considered to realize a capital gain (or capital loss) such conversion. Under the current administrative practice of the CRA, a Resident Noteholder who, upon conversion of a Debenture, receives cash not in excess of $200 in lieu of a fraction of a Common Share may either treat this amount as proceeds of disposition of a portion of the Debenture, thereby realizing a capital gain (or a capital loss), or reduce the adjusted cost base of the Common Shares that the Resident Noteholder Holder receives upon conversion by the amount of the cash received.

The aggregate cost to a Resident Noteholder of the Common Shares acquired on the conversion will generally be equal to the Resident Noteholder's adjusted cost base of the Debenture immediately before the conversion. For the purpose of determining the adjusted cost base to a Resident Noteholder of Common Shares so acquired at any time, the cost of such Common Shares will be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Noteholder as capital property at the time.

Tax Treatment of Common Shares

Dividends on Common Shares

Dividends received or deemed to be received on Common Shares held by a Resident Noteholder will be included in computing the Resident Noteholder’s income for the purposes of the Tax Act.

Such dividends received by a Resident Noteholder who is an individual (other than certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by the Company as "eligible dividends". There may be limitations on the ability of the Company to designate dividends as "eligible dividends."

Taxable dividends received by a Resident Noteholder who is an individual (other than certain trusts) may result in such Resident Noteholder being liable for alternative minimum tax under the Tax Act. Resident Noteholder who are individuals should consult their own tax advisors in this regard.

A Resident Noteholder that is a corporation will include such dividends in computing its income and generally will be entitled to deduct the amount of such dividends in computing its taxable income. A Resident Noteholder that is a "private corporation" or "subject corporation" (as such terms are defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax of $33^{1/3}$% of dividends received or deemed to be received on the Common Shares to the extent such dividends are deductible in computing the Resident Noteholder's taxable income.

Disposition of Common Shares

A disposition or a deemed disposition of a Common Share by a Resident Noteholder (other than to the Company) will generally result in the Resident Noteholder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition of the Common Share exceed (or are less than) the aggregate of the adjusted cost base to the Resident Noteholder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described above under *"Taxation of Capital Gains and Capital Losses"*.

Receipt of the Restructuring Fee

While the treatment of the Restructuring Fee is not entirely clear under the Tax Act, a Resident Noteholder who is paid the Restructuring Fee will generally be required to include the amount of such Restructuring

Fee in computing the income of the Resident Noteholder in the taxation year in which it is received. Resident Noteholders should consult their own tax advisors in this regard.

Eligible Investment Status

In the opinion of Norton Rose Fulbright LLP, counsel to the Company, based on the provisions of the Tax Act in force on the date hereof, the Debentures and Common Shares will be qualified investments at the time of acquisition by a trust governed by a registered retirement savings plan (**RRSP**), registered retirement income fund (**RRIF**), deferred profit sharing plan (other than a deferred profit sharing plan to which contributions are made by the Company or by an employer with which the Company does not deal at arm's length for the purposes of the Tax Act), registered education savings plan, registered disability savings plan, or a tax-free savings account (**TFSA**), each as defined in the Tax Act (each, a **Plan**) provided that, at the time of the acquisition by the Plan, the Common Shares are listed on a designated stock exchange (which currently includes the TSX) at that time.

Notwithstanding that the Debentures and Common Shares may be qualified investments for a trust governed by a RRSP, RRIF or TFSA, the holder of a TFSA or the annuitant of an RRSP or RRIF, will be subject to a penalty tax if the Debentures or Common Shares are a "prohibited investment" within the meaning of the Tax Act. The Debentures and Common Shares will not be a prohibited investment for a TFSA, RRSP or RRIF provided the holder of a TFSA or annuitant of the RRSP or RRIF, as the case may be, (i) deals at arm's length with the Company, for purposes of the Tax Act, and (ii) does not have a "significant interest" (as defined in the Tax Act) in the Company. Act for trusts governed by a TFSA, RRSP and RRIF.

Prospective investors who intend to hold Debentures or Common Shares in a TFSA, RRSP or RRIF are advised to consult their personal tax advisors.

Non Residents

This portion of the summary applies only to Noteholders (as defined above) who exchange Notes for Debentures or Common Shares pursuant to the Revised Arrangement and who, for purposes of the Tax Act (and any applicable income tax treaty or convention) and at all relevant times, are not resident or deemed to be resident in Canada, do not use or hold (and are not deemed to use or hold) Notes, Debentures or Common Shares in, or in the course of, a business carried on in Canada, who deal at arm's length with any person resident in Canada to whom the Debentures are assigned or transferred, are entitled to receive all payments (including interest and principal) in respect of the Debentures, and do not receive any amount in respect of the Restructuring Fee in respect of services performed in Canada by any person. Noteholders who meet these requirements are referred to in this portion of the summary as **Non-Resident Noteholders**, and this portion of the summary only addresses such Non-Resident Noteholders. This summary does not apply to an insurer that carries on an insurance business in Canada and elsewhere, an authorized foreign bank that carries on a Canadian banking business or, a Non-Resident Noteholder that is at any time a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of the Company or that does not at any time deal at arm's length for purposes of the Tax Act with a "specified shareholder" of the Company.

Payment of Interest on Notes Pursuant to the Revised Arrangement

Subject to the assumptions and qualifications under the heading in "*Certain Canadian Federal Income Tax Considerations – Taxation of Holders Not Resident in Canada – Regular Payments of Interest*" in the Gold Notes OM and "*Canadian Federal Income Tax " – Taxation of Holders Not Resident in Canada – Taxation of Interest on Notes*" in the Silver Notes Prospectus, the payment of interest accrued on the Notes to the Exchange Date should not be subject to Canadian withholding tax.

Exchange of Notes for Debentures or Common Shares

The exchange of Notes for Debentures or Common Shares under the Revised Arrangement is not a disposition of "taxable Canadian property" for purposes of the Tax Act. Accordingly, no taxes will be payable under the Tax Act by such Non-Resident Noteholder.

Interest on Debentures

A Non-Resident Noteholder will generally not be subject to Canadian withholding tax in respect of amounts paid or credited or deemed to have been paid or credited by the Company as, on account or in lieu of, or in satisfaction of, interest or principal on the Debentures.

However, a Non-Resident Noteholder who transfers or is deemed to transfer a Debenture to a holder resident or deemed to be resident in Canada for purposes of the Tax Act should consult its own tax advisor for advice with respect to the tax consequences of such transfer. See "*Risk Factors – Withholding Tax and Participating Debt Interest*".

Conversion of Debentures

Generally, the conversion of a Debenture into Common Shares on the exercise of a conversion privilege by a Non-Resident Noteholder will be deemed not to constitute a disposition of the Debenture, and, accordingly, a Non-Resident Noteholder will not recognize a gain or loss on such conversion (even if the Debenture constitutes "taxable Canadian property" of the Non-Resident Noteholder at the time of the conversion). On the conversion of a Debenture by a Non-Resident Noteholder into Common Shares and cash in lieu of a fraction of such Common Shares, if such Common Shares constitute "taxable Canadian property" to the Non-Resident Noteholder, and if the value of such cash does not exceed $200, under the current administrative practice of the CRA, the Non-Resident Noteholder may choose to (i) treat this amount as proceeds of disposition and calculate and report a gain or loss and pay tax in Canada subject to relief under the Tax Treaty, or (ii) reduce, by the amount of cash received, the adjusted cost of such Common Shares received. However, a Non-Resident Noteholder who transfers or is deemed to transfer a Debenture to a holder resident or deemed to be resident in Canada for purposes of the Tax Act should consult its own tax advisor for advice with respect to the tax consequences of such transfer. See *"Risk Factors – Withholding Tax and Participating Debt Interest"*.

Disposition of Debentures and Common Shares

A Non-Resident Noteholder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Noteholder on a disposition or deemed disposition of a Debenture or a Common Share, as the case may be, unless the Non-Resident Noteholder's Debentures or Common Shares are, or are deemed to be, "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Noteholder at the time of disposition and the Non-Resident Noteholder is not entitled to relief under an applicable tax treaty between Canada and the country of residence of the Non-Resident Noteholder. Provided the Common Shares are listed on a designated stock exchange (which currently includes the TSX) at the time of disposition of the Debentures or Common Shares, as the case may be, the Debentures and Common Shares generally will not constitute taxable Canadian property of a Non-Resident Noteholder, unless, at any time during the 60-month period preceding the disposition: (i)(a) the Non-Resident Noteholder; (b) persons not dealing at arm's length with such Non-Resident Noteholder; (c) partnerships in which the Non-Resident Noteholder or any person described in (b) holds an interest directly or indirectly through one or more partnerships; or (d) the Non-Resident Noteholder together with all such persons and partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of the Company; and (ii) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of: (w) real or immovable property situated in Canada; (x) "Canadian resource properties"; (y) "timber resource properties"; and (z) options in respect of, or interests in or rights in property described in (w) to (y) (as such terms are defined in the Tax Act). A Non-Resident Noteholder owning Debentures or Common Shares that may constitute taxable Canadian property should consult its tax advisors prior to a disposition thereof.

Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Debentures and Common Shares which are not otherwise taxable Canadian property could be deemed to be taxable Canadian property. A Non-Resident Noteholder whose Debentures or Common Shares are taxable Canadian property should consult their own tax advisors with respect to the consequences of disposing of a Debenture or Common Share.

Dividends on Common Shares

Any dividends paid or credited, or deemed to be paid or credited, on the Common Shares to a Non-Resident Noteholder will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend unless the rate is reduced under the provisions of an applicable income tax convention, which the Non-Resident Noteholder is entitled to the benefits of, between Canada and the Non-Resident Noteholder's country of residence. For instance, where the Non-Resident Noteholder is a resident of the United States that is entitled to full benefits under the Canada-United States Income Tax Convention (1980), as amended, and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends is generally reduced to 15%.

Receipt of the Restructuring Fee

A Non-Resident Noteholder should not be subject to Canadian withholding tax solely as a result of the payment of the Restructuring Fee by the Company to the Non-Resident Noteholder.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain U.S. federal income tax considerations to U.S. Holders (as defined below) relating to (i) the exchange of (A) Gold Notes for 2020 Debentures pursuant to the Revised Arrangement (the **Gold Notes Exchange**), and (B) Silver Notes for 2018 Debentures pursuant to the Revised Arrangement, (the **Silver Notes Exchange**, and together with the Gold Notes Exchange, the **Exchanges**, and each, an **Exchange**) and (C) the Exchange of Gold Notes and/or Silver Notes for Elected Common Shares (the **Share Exchange**) and (ii) the ownership and disposition of the Debentures acquired in the Exchanges and the Common Shares. This summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the **U.S. Tax Code**), Treasury regulations promulgated under the U.S. Tax Code (the **U.S. Regulations**), and administrative rulings and judicial decisions, in each case as of the date hereof. These authorities are subject to differing interpretations and may be changed, perhaps retroactively, resulting in U.S. federal income tax consequences materially different from those summarized below. We have not obtained, nor do we intend to obtain, any ruling from the U.S. Internal Revenue Service (the **IRS**) with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions, or that if the IRS were to challenge such conclusions such challenge would not be sustained by a court.

This summary assumes that the Gold Notes, Silver Notes, Debentures and Common Shares are and will be held as capital assets (generally, property held for investment) within the meaning of Section 1221 of the U.S. Tax Code. This summary does not address the tax considerations arising under the U.S. federal estate and gift tax laws or the laws of any non-U.S., state or local jurisdiction. In addition, this summary does not purport to address all tax considerations that may be applicable to a particular holder's circumstances or to holders that may be subject to special tax rules, including, without limitation, holders subject to the alternative minimum tax, banks, insurance companies or other financial institutions, tax-exempt organizations, dealers, brokers or traders in securities, currencies or commodities, regulated investment companies, real estate investment trusts, holders that elect to use a mark-to-market method of accounting for their securities holdings, U.S. Holders (as defined below) whose "functional currency" is not the U.S. dollar, controlled foreign corporations, passive foreign investment companies, former U.S. citizens or long-term residents, holders holding the Gold Notes, Silver Notes, Debentures or Common Shares as a position in a hedging transaction, "straddle," "conversion transaction," other "synthetic security" or integrated transaction, or other risk reduction transaction, holders deemed to sell the Gold Notes, Silver Notes, Debentures or Common Shares under the constructive sale provisions of the Code, or subsequent purchasers of Debentures or Common Stock.

For purposes of this discussion, the term **U.S. Holder** means a beneficial owner of Gold Notes, Silver Notes, Debentures or Common Shares that is:

(a) an individual who is a citizen or resident of the United States as determined for U.S. federal income tax purposes;

(b) a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;

(c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

(d) a trust, if its administration is subject to the primary supervision of a U.S. court and one or more U.S. persons have the authority to control all substantial decisions of the trust, or if it has made a valid election in effect under applicable Regulations to be treated as a U.S. person.

For purpose of this discussion, the term **Non-U.S. Holder** means a beneficial owner of Gold Notes, Silver Notes, Debentures or Common Shares (other than a partnership or other entity treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Gold Notes, Silver Notes, Debentures or Common Shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner or owner and the activities of the partnership. If you are a partnership or a partner of a partnership holding Gold Notes, Silver Notes, Debentures or Common Shares, you are urged to consult your tax advisor regarding the tax consequences of the Exchanges and the ownership and disposition of Debentures acquired in the Exchanges or Common Shares into which the Debentures may be converted.

This summary is for general information purposes only, and is not intended to be, and should not be construed to be, legal or tax advice to any particular holder. You are urged to consult your own tax advisor with regard to the application of the U.S. federal income tax laws, as well as the application of non-income tax laws and the laws of any state, local or foreign taxing jurisdiction, to your particular situation.

Debt Treatment

Restructuring Fee. The Company intends to take the position, to the extent necessary, that the Restructuring Fee is additional consideration in the Exchanges or the Share Exchange and not a separate fee for U.S. federal income tax purposes. As such, a U.S. Holder will not recognize any income as a result of the receipt of the Restructuring Fee and the additional principal amount will be treated as part of the 2020 Debentures and 2018 Debentures, as the case may be, received in the Exchanges and the additional Common Shares received will be treated as having been received in the Share Exchange. The remainder of this discussion assumes the Restructuring Fee will be so treated and does not address any possible differing treatment thereof.

Significant Modification. The U.S. federal income tax consequences of an Exchange will depend in part on whether the Exchange constitutes a "significant modification" of the Gold Notes and Silver Notes, as applicable. Under the U.S. Regulations, an exchange of one debt instrument for another debt instrument will be treated as an "exchange" for U.S. federal income tax purposes only if there is a "significant modification" of the terms of the old debt instrument for U.S. federal income tax purposes. A "significant modification" exists only if, based on all facts and circumstances, the legal rights or obligations that are altered and the degree to which they are altered are economically significant. We believe that the Gold Notes Exchange and Silver Notes Exchange will constitute "significant modifications" of the Gold Notes and

Silver Notes, respectively, for U.S. federal income tax purposes, and the remainder of this discussion assumes that the Exchanges will be so treated and does not address any possible differing treatments of the Exchanges.

Recapitalization Treatment. A Share Exchange or an Exchange that is treated as a significant modification of the Gold Notes or Silver Notes, as applicable, will be treated as a disposition of such Gold Notes for 2020 Debentures or Silver Notes for 2018 Debentures, as applicable, in what is generally a taxable transaction unless the exchange qualifies as a "recapitalization" for U.S. federal income tax purposes. For an Exchange of Gold Notes to qualify as a recapitalization, both (i) the Gold Notes and (ii) the 2020 Debentures must be treated as "securities" under the relevant provisions of the Code. For an Exchange of Silver Notes to qualify as a recapitalization, both (i) the Silver Notes and (ii) the 2018 Debentures must be treated as "securities" under the relevant provisions of the U.S. Tax Code For a Share Exchange to qualify as a recapitalization, the Gold Notes or Silver Notes, as applicable, must be treated as securities for such purposes. Neither the U.S. Code nor the U.S. Regulations define the term security, and it has not been clearly defined by judicial decisions. Whether a debt instrument is a security is determined based on all of the facts and circumstances. Factors evaluated include whether the holder of such debt instrument is subject to a material level of entrepreneurial risk. Most authorities have held that the term to maturity of the debt instrument is one of the most significant factors. In this regard, debt instruments with a term of ten years or more generally have qualified as securities, whereas debt instruments with a term of less than five years generally have not qualified as securities. Because the 2018 Debentures and the 2020 Debentures will have an initial term of less than five years but both the Gold Notes and the Silver Notes had an initial term of greater than five years but less than ten years, it is unclear whether any of the Gold Notes, Silver Notes or Debentures will qualify as securities. There is a significant risk that the Debentures will not be treated as securities for U.S. federal income tax purposes. If either the Gold Notes or the 2020 Debentures were not treated as securities, the Exchange of Gold Notes would be taxable to U.S. Holders, as described in "*Alternative Tax Consequences*" below. If either the Silver Notes or the 2018 Debentures were not treated as securities, the Exchange of Silver Notes would be taxable to U.S. Holders, as described in "*Alternative Tax Consequences*" below.

Assuming that an applicable Exchange is treated as a recapitalization and the Debentures are treated as securities, a U.S. Holder:

- will not recognize any loss on the Exchange,
- will not recognize any income on the Exchange, except in respect of accrued but unpaid interest on the Gold Notes or Silver Notes, as applicable (which will be taxable as described in "*Other Consequences of the Exchanges – Accrued Interest*" below),
- will take an initial tax basis in the applicable Debentures (allocated *pro rata* in accordance with fair market value) in an amount equal to (x) the participating U.S. Holder's adjusted tax basis in the applicable Gold Notes or Silver Notes as of immediately prior to the Exchange, plus (y) the issue price of the applicable Debentures, in each case received in respect of accrued but unpaid interest on the applicable Gold Notes or Silver Notes, and
- will have a split holding period in the applicable Debentures as follows: (x) the portion of the applicable Debentures received in respect of accrued but unpaid interest on the applicable Gold Notes or Silver Notes will have a holding period that starts on the day after the Exchange, and (y) the remaining portion of the applicable Debentures will have a holding period (or holding periods) that reflects the holding period (or holding periods) of the applicable Gold Notes or Silver Notes.

Assuming that an applicable Share Exchange is treated as a recapitalization, a U.S.Holder:

- will not recognize any loss on the Share Exchange,

- will not recognize any income on the Share Exchange, except in respect of accrued but unpaid interest on the Gold Notes or Silver Notes, as applicable (which will be taxable as described in "Other Consequences of the Exchanges – Accrued Interest" below),

- will take an initial tax basis in the Common Shares received in an amount equal to (x) the participating U.S. Holder's adjusted tax basis in the applicable Gold Notes or Silver Notes as of immediately prior to the Share Exchange, plus (y) the fair market value of Common Shares received in respect of accrued but unpaid interest on the applicable Gold Notes or Silver Notes, and

- will have a split holding period in the Common Shares as follows: (x) the portion of the Common Shares received in respect of accrued but unpaid interest on the applicable Gold Notes or Silver Notes will have a holding period that starts on the day after the Share Exchange, and (y) the remaining portion of the Common Shares will have a holding period (or holding periods) that reflects the holding period (or holding periods) of the applicable Gold Notes or Silver Notes.

Alternative Tax Consequences. If either the Gold Notes Exchange or the Silver Notes Exchange does not qualify as a recapitalization,

- a U.S. Holder generally would recognize gain or loss in an amount equal to (i) the "issue price" of the applicable Debentures received in such Exchange (except to the extent received in respect of accrued and unpaid interest on the Gold Notes or Silver Notes exchanged therefor, which will be taxable as described in "*Other Consequences of the Exchanges – Accrued Interest*" below) minus (ii) such U.S. Holder's adjusted tax basis in the Gold Notes or Silver Notes, as applicable, surrendered in the Exchange,

- the U.S. Holder's initial tax basis in the applicable Debentures would equal their issue price, and

- the U.S. Holder's holding period in the applicable Debentures would begin on the day after the Exchange.

If a Share Exchange does not qualify as a recapitalization,

- a U.S. Holder generally would recognize gain or loss in an amount equal to (i) the fair market value of the Common Shares received in such exchange (except to the extent received in respect of accrued and unpaid interest on the Gold Notes or Silver Notes exchanged therefor, which will be taxable as described in "Other Consequences of the Exchanges – Accrued Interest" below) minus (ii) such U.S. Holder's adjusted tax basis in the Gold Notes or Silver Notes, as applicable, surrendered in the Share Exchange,

- the U.S. Holder's initial tax basis in the Common Shares received would equal their fair market value, and

- the U.S. Holder's holding period in the Common Shares received would begin on the day after the Exchange.

Any gain described in this section "*Alternative Tax Consequences*" would be capital gain or loss (except, as described below, to the extent of market discount or accrued interest) and would be long-term capital gain or loss if the participating U.S. Holder's holding period in the Gold Notes or Silver Notes, as applicable, at the time of the Exchange exceeds one year. Long-term capital gain recognized by non-corporate U.S. Holders is generally eligible for a reduced rate of taxation and the deduction of capital losses is subject to significant limitations. U.S. Holders are urged to consult their own tax advisors as to the amount and

character of any gain or loss that they might recognize for U.S. federal income tax purposes if an applicable Exchange were treated as a taxable exchange.

Other Consequences of the Exchanges

Issue Price of the 2020 Debentures and 2018 Debentures. For U.S. federal income tax purposes, the "issue price" of the 2020 Debentures and the 2018 Debentures depends, in each case, on whether such Debentures or the applicable Gold Notes or Silver Notes exchanged therefor are deemed to be "publicly traded." If the 2020 Debentures or 2018 Debentures are considered to be "publicly traded" property, as defined by the U.S. Regulations, the "issue price" of such Debentures will be equal to their fair market value on the date of the exchange. If the Debentures are not "publicly traded" property, but the Gold Notes or Silver Notes exchanged therefor are considered "publicly traded" property, then the "issue price" of such Debentures will be equal to the fair market value on the date of the Exchange of the Gold Note or Silver Notes exchanged therefor. In general, a debt instrument such as the Debentures will be treated as traded on an established market, and therefore treated as "publicly traded" for these purposes, if, at any time during the 31-day period ending 15 days after the date of the Exchanges, (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (c) there are one or more "indicative" quotes available from at least one broker, dealer or pricing service for property. In general, a debt instrument such as the Gold Notes or Silver Notes (which are governed by older rules) will be treated as traded on an established market if, at any time during the 60-day period ending 30 days after the date of the Exchanges, they appear on a system of general circulation that provides a reasonable basis for determining the fair market value of Gold Notes or Silver Notes by disseminating either (i) recent price quotations (including rates, yields, or other pricing information) of one or more identified brokers, dealers or traders or (ii) actual prices (including rates, yields or other pricing information) of recent sales transactions.

We believe that the Gold Notes and Silver Notes are publicly traded for these purposes and that the 2020 Debentures and 2018 Debentures will likely be considered "publicly traded" for these purposes and, thus, that the issue price of the Debentures will be equal to their respective fair market values on the date of the exchange. We cannot predict with certainty, however, what position the IRS may take with regard to whether the Gold Notes or Silver Notes or Debentures are "publicly traded." As noted above, if the applicable Gold Notes or Silver Notes are "publicly traded" but the applicable Debentures are not "publicly traded," then the "issue price" of such Debentures will equal the fair market value of the applicable Gold Notes or Silver Notes exchanged therefor. If neither the applicable Gold Notes or Silver Notes nor the applicable Debentures are "publicly traded," then the "issue price" of the Debentures will equal their respective stated principal amounts. The rules regarding the determination of issue price are complex and highly detailed, and U.S. Holders are urged to consult their own tax advisors regarding the determination of the issue price of the Debentures.

Market Discount. If a U.S. Holder acquired Gold Notes or Silver Notes, as applicable, with market discount, any gain recognized on such U.S. Holder's Exchange or Share Exchange will be treated as ordinary income to the extent of the market discount accrued during such U.S. Holder's period of ownership, unless such U.S. Holder previously elected to include market discount in income as it accrued for U.S. federal income tax purposes. For these purposes, market discount is generally the excess, if any, of the stated principal amount of a Gold Note or Silver Note, as applicable, over such U.S. Holder's initial tax basis in such note, if such excess exceeds a *de minimis* amount. If such U.S. Holder's Exchange or Share Exchange qualifies as a recapitalization, any accrued market discount not recognized on the Exchange or Share Exchange generally will carry over to the Debentures or Elected Common Shares received in such exchange. U.S. Holders who acquired their Gold Notes or Silver Notes other than at original issuance are urged to consult their tax advisors regarding the possible application of the market discount rules of the Code to an exchange of their Gold Notes or Silver Notes pursuant to the Revised Arrangement.

Accrued Interest. In accordance with the terms of the Revised Arrangement, accrued and unpaid interest on the Gold and Silver Notes as of the Exchange Date will be capitalized and added to the principal amount of the Debentures issued in exchanged for such notes. To the extent that any amount received by a U.S. Holder pursuant to an Exchange or Share Exchange is attributable to accrued and unpaid stated interest on a Gold Note or Silver Note, such amount will be includible in gross income as ordinary interest income when accrued or received in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes if such accrued interest has not been included previously in gross income for U.S. federal income tax purposes.

Ownership of Debentures

Treatment of Cash and PIK Interest as OID. Because the Debentures provide the Issuer with the option to pay PIK interest in lieu of paying cash interest, no stated interest payments on the Debentures will be qualified stated interest for U.S. federal income tax purposes (even if paid in cash). As a result, the Debentures will be treated as issued with OID (as described below). The increase in the principal amount of the Debentures or the issuance of new Debentures in the amount of the PIK interest thereon will generally not be treated as a payment of interest. Instead, the applicable Debenture and any PIK Debentures issued in respect of PIK interest thereon are treated as a single debt instrument under the OID rules.

Original Issue Discount. Each series of Debentures will be treated as issued with OID in an aggregate amount equal to the difference between (i) the total payments of principal and stated interest on the applicable Debentures and (ii) their "issue price" as defined above. A U.S. Holder generally must include OID in gross income (as ordinary interest income) as the OID accrues, in advance of the receipt of cash attributable to such OID and regardless of such U.S. Holder's regular method of accounting for U.S. federal income tax purposes. The amount of OID that a U.S. Holder must include in gross income for any taxable year will generally equal the sum of the "daily portions" of OID with respect to the applicable Debenture for each day during such taxable year on which the U.S. Holder held such Debenture (**accrued OID**). The daily portion is determined by allocating to each day in any "accrual period" a *pro rata* portion of the OID allocable to such accrual period. The "accrual period" for a Debenture may be of any length and may vary in length over the term of the Debenture, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs on the first day or the final day of an accrual period. The amount of OID allocable to any accrual period other than the final accrual period is generally an amount equal to the product of the Debenture's adjusted issue price at the beginning of such accrual period and the Debenture's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period). The adjusted issue price of a Debenture at the beginning of any accrual period is generally equal to its issue price increased by the aggregate amount of OID that accrued on such Debenture in all prior accrual periods and reduced by any cash payments made on such Debenture on or before the first day of the accrual period. OID allocable to a final accrual period is the difference between the amount payable at maturity and the adjusted issue price at the beginning of the final accrual period. The yield to maturity of the Debenture is the discount rate that, when used in computing the present value (as of the issue date) of all principal and interest payments to be made under the Debenture, produces an amount equal to the issue price of such Debenture. In determining the yield to maturity and the amount of OID attributable to each accrual period, we will assume that all stated interest on the Debentures will be payable in cash (rather than PIK interest). Such assumption is for U.S. federal income tax purposes only and is not a representation that we will in fact pay any stated interest in cash. If, contrary to the foregoing assumption, we pay PIK interest at any time, the Debentures will be treated solely for purposes of recomputing the OID accruals going forward, as if the Debentures were retired and reissued for their then adjusted issue price. The yield to maturity of the Debentures will be recalculated by treating the amount of the PIK interest we elect to pay (and of any prior interest that was paid in the form of PIK interest) as a payment that will be made on the maturity date of such Debentures. Such deemed retirement and reissuance of the Debentures is solely for purposes of determining the amount of OID on the Debentures and will not give rise to gain or loss.

If we in fact pay interest in cash on the Debentures, U.S. Holders will not be required to adjust their OID inclusions. Each payment made in cash under a Debenture will be treated first as a payment of any accrued OID on the Debentures to the extent such accrued OID has not been allocated to prior cash payments and

second as payments of principal on the Debentures. U.S. Holders generally will not be required to separately include cash payments of interest on the Debentures to the extent such cash payments constitute payments of previously accrued OID or payments of principal.

The rules regarding OID are complex and the rules described above may not apply in all cases. Accordingly, U.S. Holders are urged to consult their own tax advisors regarding the application of the OID rules to the Debentures.

Sale, Exchange and Retirement of the Debentures Generally, a sale, exchange, redemption, retirement or other taxable disposition of a Debenture will result in gain or loss to a U.S. Holder equal to the difference, if any, between the amount realized on the disposition and the U.S. Holder's adjusted tax basis in the Debenture. The amount realized will equal the sum of any cash and the fair market value of any other property received on the disposition. A U.S. Holder's adjusted tax basis in a Debenture will generally equal the cost of such Debenture to such Holder, increased by OID previously included in gross income (including in the year of disposition) and decreased by any payments previously received in respect of the Debentures. Although not free from doubt, a U.S. Holder's adjusted tax basis in a Debenture should be allocated between the original Debenture and any PIK Debentures received in respect of PIK interest thereon in proportion to their relative principal amounts, and a U.S. Holder's holding period in any such PIK Debenture would likely be identical to its holding period for the original Debenture with respect to which such PIK interest was received. Subject to recharacterization as ordinary income under the market discount rules (*see* "*Market Discount*" above) such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Debenture is held for more than one year. Long-term capital gain recognized by non-corporate U.S. Holders is generally eligible for a reduced rate of taxation and the deduction of capital losses is subject to significant limitations.

Conversion of Debentures. A U.S. Holder of a Debenture that converts into Common Shares would not recognize gain or loss for U.S. federal income tax purposes on such conversion except with respect to cash received in lieu of a fractional Common Share. The receipt of cash in lieu of a fractional Common Share generally would result in capital gain or loss measured by the difference between the cash received for the fractional share and the U.S. Holder's adjusted tax basis in the Debentures that is allocable to the fractional share, and would be long-term capital gain if the U.S. Holder held the Debentures for more than one year prior to conversion. A U.S. Holder's initial tax basis in the Common Shares received would equal such U.S. Holder's adjusted tax basis in the Debentures, reduced by any tax basis allocable to the fractional share treated as exchanged for cash, and its holding period in the Common Shares received would generally include the holding period of the converted Debentures. Any accrued market discount in the Debentures generally would carry over to the Common Shares received on conversion.

U.S. Holders are urged to consult their tax advisors regarding the tax consequences of the conversion of the Debentures.

Distributions on Common Shares. Subject to the discussion set forth below in "*Passive Foreign Investment Company Considerations*", a distribution with respect to its Common Shares held by a U.S. Holder generally will constitute a dividend for U.S. federal income tax purposes to the extent of the U.S. Holder's share of our current or accumulated earnings and profits (as determined for U.S. tax purposes). The portion (if any) of a distribution which exceeds a U.S. Holder's share of our current and accumulated earnings and profits will be treated first as a tax-free return of capital to the extent of the U.S. Holder's adjusted tax basis in its Common Shares and will reduce (but not below zero) such basis. Any remaining portion of a distribution received by a U.S. Holder will be treated as capital gain from the sale or exchange of such shares with results for such U.S. Holder similar to those described in "*Sale, Redemption or Other Taxable Disposition of Common Shares*", below).

Any portion of a distribution treated as a dividend with respect to a U.S. Holder will be includible in the gross income of such U.S. Holder and taxable to such U.S. Holder on the day on which the dividend is received by such U.S. Holder. Dividends generally are taxable as ordinary income to U.S. Holders. However, in the case of non-corporate U.S. Holders, dividend income may be treated as "qualified dividend income" that is currently subject to U.S. federal income tax at the preferential long-term capital gain rate, provided that

certain holding period and other requirements are met. Dividends paid on Common Shares will be treated as "qualified dividend income" only if we constitute a "qualified foreign corporation" under the U.S. Tax Code. A qualified foreign corporation includes a foreign corporation that is eligible for the benefits of a comprehensive income tax treaty with the United States that the U.S. Treasury Department determines to be satisfactory for these purposes and that includes an exchange of information provision. The U.S. Treasury has determined that the United States-Canada Income Tax Convention meets these requirements, and we believe that we are eligible for the benefits of this treaty. In the event that we are determined to be a PFIC for any taxable year (see "*Passive Foreign Investment Company Considerations*" below), distributions paid on Common Shares will not be treated as qualified dividend income even if we are otherwise determined to be a qualified foreign corporation.

Sale, Redemption or Other Taxable Disposition of Common Shares. Upon the sale, redemption or other taxable disposition of Common Shares, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized on such sale, redemption or taxable disposition and the U.S. Holder's adjusted tax basis in the Common Shares transferred in such sale, redemption or other taxable disposition. Subject to recharacterization as ordinary income under the market discount rules, any such gain or loss will be capital gain or loss and generally will be long-term capital gain or loss if the Common Shares were held by such U.S. Holder for more than one year. Long-term capital gain recognized by non-corporate U.S. Holders is generally eligible for a reduced rate of taxation and the deduction of capital losses is subject to significant limitations.

Passive Foreign Investment Company Considerations

Special U.S. federal income tax rules apply to U.S. persons owning stock of a "passive foreign investment company" (a **PFIC**). A foreign corporation will be considered a PFIC for any taxable year in which (i) 75% or more of its gross income is passive income, or (ii) 50% or more of the average value (or, if elected, the adjusted tax basis) of its assets are considered "passive assets" (generally, assets that generate passive income).

We do not believe that we currently are a PFIC for U.S. federal income tax purposes, and we do not expect to become a PFIC in the future; however, we have not performed a formal analysis of our PFIC status. In addition, the determination of PFIC status for any year is very fact specific, and there can be no assurance in this regard. Accordingly, it is possible that we may become a PFIC in the current taxable year or in future years. If we are classified as a PFIC in any year during which a U.S. Holder holds Common Shares, we generally will continue to be treated as a PFIC as to such U.S. Holder in all succeeding years, regardless of whether we continue to meet the income or asset test discussed above.

If we are a PFIC for any year, each U.S. Holder generally would be subject to a special adverse tax regime in respect of "excess distributions." Excess distributions include certain distributions received with respect to PFIC shares in a taxable year. Gain recognized by a U.S. Holder on a sale or other transfer of Common Shares (including certain transfers that would otherwise be tax free) also would be treated as excess distributions. Such excess distributions and gains would be allocated ratably to the U.S. Holder's holding period. For these purposes, the holding period of Common Shares acquired either through the conversion of the Debentures would include such holder's holding period in the Debentures. The portion of any excess distribution (including gains treated as excess distributions) allocated to the current year or to a year prior to the first year in which we were a PFIC would be includible as ordinary income in the current year. The portion of any excess distribution allocated to the first year in the U.S. Holder's holding period in which we were a PFIC and any subsequent year or years (excluding the current year) would be taxed at the highest marginal rate applicable to ordinary income for each such year (regardless of the taxpayer's actual marginal rate for that year and without reduction by any losses or loss carryforwards) and would be subject to interest charges to reflect the value of the U.S. income tax deferral. Elections may be available to mitigate the adverse tax rules that apply to PFICs (the so-called "QEF" and "mark-to-market" elections), but these elections may cause the recognition of taxable income or gain. The QEF and mark-to-market elections are not available to U.S. Holders with respect to convertible securities, such as the Debentures. We have not decided whether we would provide to U.S. holders of Common Shares the annual information that would be necessary to make the QEF election. Additional special adverse rules also apply U.S. Holders who own

Common Shares if we are determined to be a PFIC and have a non-U.S. subsidiary that is also a PFIC. Special adverse rules that impact certain estate planning goals could apply to the Common Shares if we are determined to be a PFIC.

U.S. Holders are urged to consult their own tax advisors concerning the U.S. federal income tax consequences of holding Common Shares if we are considered a PFIC in any taxable year.

Information Reporting and Backup Withholding Information. In general, payments of interest on the Debentures, accruals of OID, dividends on the Common Shares and the proceeds of disposition (including a retirement or redemption of a Debenture) payable to a U.S. Holder by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holders as may be required under applicable U.S. Regulations. Backup withholding will apply to these payments and to accruals of OID if a U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to report all interest and dividends required to be shown on its U.S. federal income tax returns. Certain U.S. Holders are not subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld from payments under the backup withholding rules will be allowed as a credit against U.S. federal income tax liability and may entitle a U.S. Holder to a refund, provided the required information is timely furnished to the IRS. U.S. Holders are urged to consult their tax advisors regarding the application of backup withholding in your particular situation, the availability of an exemption from backup withholding and the procedure for obtaining such an exemption, if available.

Additional Tax on Passive Income Certain U.S. Holders who are individuals, estates or trusts will be required to pay a 3.8% tax (in addition to taxes they would otherwise be subject to) on their "net investment income" to the extent that their gross income exceeds a certain threshold. Net investment income includes, among other things, interest (including OID) on and capital gains from the sale or other disposition of Debentures. U.S. Holders are urged to consult their tax advisors regarding the effect, if any, of this legislation on their ownership and disposition of the Debentures.

Foreign Financial Asset Reporting

A U.S. Holder that holds certain foreign financial assets (which may include the Gold Notes, Silver Notes, Debentures or Common Shares) other than in an account at a financial institution may be required to report information relating to such assets to the IRS. Failure to report such information, if required, may result in substantial penalties. U.S. Holders are urged to consult their own tax advisors regarding such requirement.

MATTERS PERTAINING TO USE OF PROXIES

Proxies Previously Submitted

The forms of proxies or voting instruction forms that were previously provided to Noteholders and Shareholders with the Original Circular for use at the Meetings **remain valid**. If a Noteholder or Shareholder has voted on the Original Arrangement as set out in the Original Circular, such vote will be voted at the Meeting in the same manner indicated by such Noteholder or Shareholder in respect of the Revised Arrangement as set out in this Supplemental Circular.

Appointment of Proxies

The individuals named in the accompanying BLUE Proxy Form, PINK Proxy Form or YELLOW Proxy Form, as applicable, are officers and/or directors of the Company. If you are a Registered Noteholder or Registered Shareholder entitled to vote at one of the Meetings, you have the right to appoint a person or company other than either of the persons designated in such form of proxy, who need not be a Noteholder or Shareholder, to attend and act for you and on your behalf at such Meeting. You may do so either by inserting the name of that other person in the blank space provided in the BLUE Proxy Form, PINK Proxy Form or YELLOW Proxy Form, as applicable, or by completing and delivering another suitable form of proxy. In order to be effective, a Proxy Form must be submitted using one of the following methods:

(a) delivery by facsimile to 416-595-9593;

(b) delivery by mail so as to reach or be deposited with the Secretary of the Company, c/o TMX Equity Transfer Services, at its offices at 200 University Avenue, Suite 300, Toronto, Ontario, Canada, M5H 4H1; or

(c) electronically (at www.voteproxyonline.com),

in each case prior to 10:30 a.m. (Toronto time), in respect of the BLUE Proxy Form, 11:30 a.m. (Toronto time), in respect of the PINK Proxy Form, and 9:30 a.m. (Toronto time), in respect of the YELLOW Proxy Form, on December 18, 2015, or in the event that the applicable Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the time set for any reconvened or postponed Meeting.

The time limit for deposit of Proxy Forms may be waived or extended by the Chairman of the applicable Meeting at his discretion, without notice. The Chairman of the applicable Meeting is under no obligation to accept or reject any particular late Proxy Form.

Voting by Proxies

The persons named as proxyholders in the Proxy Forms will vote or withhold from voting the securities represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, the applicable securities will be voted accordingly. The Proxy Forms confer discretionary authority on the persons named therein with respect to: (a) each matter or group of matters identified therein for which a choice is not specified; (b) any amendment to or variation of any matter identified therein; and (c) any other matter that properly comes before the applicable Meeting.

In respect of a matter for which a choice is not specified in a Proxy Form, the management appointee acting as a proxyholder will vote in favour of each matter identified on such Proxy Form.

Non-Registered Noteholders and Non-Registered Shareholders

The information set forth in this section is of significant importance to many Noteholders and Shareholders, as a substantial number of the Noteholders and Shareholders do not hold their Notes or Common Shares directly.

Non-Registered Noteholders and Non-Registered Shareholders should note that only Proxy Forms deposited by Registered Noteholders and Registered Shareholders can be recognized and acted upon at the applicable Meeting. If Notes or Common Shares are listed in an account statement provided to a Noteholder or Shareholder, as applicable, by an Intermediary such as a bank, trust, broker or agent, then in almost all cases those Notes or Common Shares will not be registered in the Noteholder's or Shareholder's name and such Noteholders or Shareholders will not be on the records of the Company. Such Notes or Common Shares will likely be registered under the name of the Noteholder's or Shareholder's Intermediary. In Canada, the vast majority of such Notes and Common Shares are registered under the name of CDS & Co. (the registration name for CDS, which acts as nominee for many Canadian Intermediaries). Notes and Common Shares held by Intermediaries or their respective nominees can only be voted upon the instructions of the Non-Registered Noteholder and Non-Registered Shareholder, respectively. Without specific instructions, Intermediaries are prohibited from voting Notes and Common Shares for their clients. The Company does not know and cannot determine for whose benefit Notes and Common Shares registered in the name of CDS & Co. are held.

Applicable regulatory policy requires that Intermediaries seek voting instructions from Non-Registered Noteholders and Non-Registered Shareholders by way of a VIF in advance of Noteholders' and Shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return

instructions, which should be carefully followed by Non-Registered Noteholders and Non-Registered Shareholders in order to ensure that their Notes and Common Shares, respectively, are voted at the applicable Meeting. Often, the VIF supplied to a Non-Registered Noteholder or Non-Registered Shareholder by its Intermediary is identical to the corresponding Proxy Form provided to a Registered Noteholder or Registered Shareholder, respectively. However, its purpose is limited to instructing the Registered Noteholder or Registered Shareholder on how to vote on behalf of the Non-Registered Noteholder or Non-Registered Shareholder, respectively. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge typically mails a machine-readable VIF to Non-Registered Noteholders and Non-Registered Shareholders. The Non-Registered Noteholder or Non-Registered Shareholder is requested to complete and return the VIF by mail or facsimile in accordance with the instructions included therein. Alternatively, the Non-Registered Noteholder or Non-Registered Shareholder can call a toll-free telephone number or complete an on-line voting form to vote their Notes or Common Shares, as applicable. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of the Notes of the Non-Registered Noteholders and voting of the Common Shares of the Non-Registered Shareholder to be represented at the applicable Meeting. A Non-Registered Noteholder or Non-Registered Shareholder receiving a VIF cannot use that VIF to vote Notes or Common Shares directly at the applicable Meeting as the VIF must be returned as directed by Broadridge well in advance of the applicable Meeting in order to have the Notes or Common Shares, as applicable, voted.

If you wish to vote in person at the applicable Meeting please insert your own name in the space provided on the VIF that you have received from your Intermediary. If you do this, you will be instructing your Intermediary to appoint you as proxyholder. Please adhere strictly to the signature and return instructions provided by your Intermediary. It is not necessary to complete the form in any other respect, since you will be voting at the applicable Meeting in person. Please register with the Transfer Agent or Trustee, as applicable, upon arrival at the applicable Meeting.

Additionally, the Company may use the Broadridge QuickVote™ service to assist Non-Registered Noteholders and Non-Registered Shareholders with voting their Notes and Common Shares, respectively. Broadridge then tabulates the results of all instructions received and provides the appropriate instructions respecting the voting of Notes and Common Shares to be represented at the applicable Meeting, as applicable.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Proxy Form may be revoked before it is exercised by an executed instrument in writing received at the registered office of the Company, at any time up to and including December 21, 2015, or in the event the applicable Meeting is adjourned or postponed up to and including the last business day prior to the date set for any reconvened or postponed Meeting, or with the Chairman of the applicable Meeting at such Meeting, or of any adjournment or postponement thereof, before any vote in respect of which the Proxy Form is to be used shall have been taken, and thereupon, the Proxy Form is revoked.

A Registered Noteholder or Registered Shareholder attending the applicable Meeting has the right to vote in person and, if he or she does so, his or her proxy is nullified with respect to the matters such person votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment or postponement thereof. A Registered Noteholder or Registered Shareholder attending the applicable Meeting will be required to register for the Meeting by identifying themselves with the Transfer Agent upon arrival at the Meeting.

APPROVAL OF BOARD OF DIRECTORS

The contents and sending of this Supplemental Circular and its distribution to Noteholders and Shareholders have been approved by the Board.

DATED at Toronto, Ontario, this 30th day of November, 2015.

GRAN COLOMBIA GOLD CORP.
BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Peter Volk*"

Peter Volk, General Counsel & Secretary

APPENDIX A
GOLD NOTEHOLDERS' ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1 The arrangement (the **Revised Arrangement**) under the provisions of Division 5 of Part 9 of the British Columbia *Business Corporations Act* (the **BCBCA**) involving Gran Colombia Gold Corp., a corporation existing under the laws of British Columbia (the **Company**), all as more particularly described and set forth in the supplemental management information circular (the **Circular**) of the Company dated November 30, 2015, accompanying the amended notice of this meeting (as the Revised Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2 The plan of arrangement (the **Plan of Arrangement**), involving the Company and implementing the Revised Arrangement, the full text of which is set out in Appendix D to the Supplemental Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3 Notwithstanding that this resolution has been passed (and the Revised Arrangement approved) by the Gold Noteholders (as defined in the Circular) or that the Revised Arrangement has been approved by the Supreme Court of British Columbia (the **Court**), the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, the Gold Noteholders: (i) to amend the Plan of Arrangement to the extent permitted by the Plan of Arrangement; and (ii) not to proceed with the Revised Arrangement.

4 Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations, registrations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to these resolutions and the completion of the Plan of Arrangement, including: (i) all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities, including the Court; (ii) any and all documents that are necessary to be filed with the Registrar under the BCBCA in connection with the Plan of Arrangement; and (iii) the signing of the certificates, consents and other documents or declarations required to be signed by the Company, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

APPENDIX B
SILVER NOTEHOLDERS' ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1 The arrangement (the **Revised Arrangement**) under the provisions of Division 5 of Part 9 of the British Columbia *Business Corporations Act* (the **BCBCA**) involving Gran Colombia Gold Corp., a corporation existing under the laws of British Columbia (the **Company**), all as more particularly described and set forth in the supplemental management information circular (the **Circular**) of the Company dated November 30, 2015, accompanying the amended notice of this meeting (as the Revised Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2 The plan of arrangement (the **Plan of Arrangement**), involving the Company and implementing the Revised Arrangement, the full text of which is set out in Appendix D to the Supplemental Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

3 Notwithstanding that this resolution has been passed (and the Revised Arrangement approved) by the Silver Noteholders (as defined in the Circular) or that the Revised Arrangement has been approved by the Supreme Court of British Columbia (the **Court**), the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, the Silver Noteholders: (i) to amend the Plan of Arrangement to the extent permitted by the Plan of Arrangement; and (ii) not to proceed with the Revised Arrangement.

4 Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations, registrations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to these resolutions and the completion of the Plan of Arrangement, including: (i) all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities, including the Court; (ii) any and all documents that are necessary to be filed with the Registrar under the BCBCA in connection with the Plan of Arrangement; and (iii) the signing of the certificates, consents and other documents or declarations required to be signed by the Company, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

APPENDIX C
SHAREHOLDERS' RESOLUTIONS

BE IT RESOLVED THAT:

Resolution 1 – Shareholders' Issuance Resolution

1 The issuance of up to a maximum of 1,437,125,273 common shares (the **Common Shares**) of Gran Colombia Gold Corp., a corporation existing under the laws of British Columbia (the **Company**) (representing approximately 6,063% of the current issued and outstanding Common Shares), issuable upon:

(a) exchange of the Notes for Elected Common Shares (both as defined in the supplemental management information circular of the Company dated November 30, 2015 (the **Supplemental Circular**)); and

(b) conversion of the 2020 Debentures and the 2018 Debentures (both as defined in the Supplemental Circular),

that in each case may be issued by the Company pursuant the Revised Arrangement (as defined in the Supplemental Circular), as more particularly described in the Supplemental Circular, that could: (i) result in dilution in excess of 25% of the issued and outstanding Common Shares immediately prior to the issuance of the Exchange Date and/or Debentures; (ii) materially affect control of the Company; (iii) result in Common Shares in excess of 10% of the issued and outstanding Common Shares immediately prior to the issuance of the Debentures being issued to insiders (as defined in the Toronto Stock Exchange Company Manual (the **TSX Manual**)) of the Company; and (iv) be issued at a deemed conversion price that is less than the market price (as defined in the TSX Manual) at the time of issuance of the Debentures, is hereby approved.

2 Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations, registrations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to these resolutions.

Resolution 2 – Shareholders' Restructuring Resolution

3 The Revised Arrangement (as defined in the Supplemental Circular, accompanying the notice of this meeting (as the Revised Arrangement may be, or may have been, modified or amended in accordance with its terms)) is hereby authorized and approved.

4 Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations, registrations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to these resolutions.

Resolution 3 – Shareholders' Director Election Resolution

5 The number of directors of the Company is hereby set at six.

6 Peter Volk is hereby elected as a director of the Company.

7 Any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations, registrations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving full effect to these resolutions.

APPENDIX D
PLAN OF ARRANGEMENT

SEE ATTACHED

PLAN OF ARRANGEMENT

MADE PURSUANT TO SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Article 1
Definitions and Interpretation

1.1 Definitions

In this Plan of Arrangement, unless otherwise stated or unless the subject matter or context otherwise requires:

2020 Debentures means the Debentures as defined in the Amended and Restated Gold Indenture;

2018 Debentures means the Debentures as defined in the Amended and Restated Silver Indenture;

Advisors means Norton Rose Fulbright Canada LLP, GMP Securities L.P., and Bull Housser & Tupper LLP;

Allowed Noteholder Claim means a Noteholder Claim or any portion thereof that has been finally allowed as a Distribution Claim for purposes of receiving distributions under the Arrangement;

Amended and Restated Gold Indenture means the Amended and Restated Indenture dated as of the Effective Date, among Gran Colombia, as issuer, Equity Financial Trust Company, as trustee, and others, pursuant to which the 2020 Debentures will be issued;

Amended and Restated Silver Indenture means the Amended and Restated Indenture dated as of the Effective Date, among Gran Colombia, as issuer, Equity Financial Trust Company, as trustee, and others, pursuant to which the 2018 Debentures will be issued;

Applicable Law means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter;

Arrangement means the arrangement under Section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement;

Arrangement Resolutions means the resolutions of the Noteholders relating to the Arrangement to be considered at the Meetings, and **Arrangement Resolution** means either of them;

BCBCA means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended;

BCBCA Proceedings means the proceedings commenced by the Company under the BCBCA for approval of this Plan of Arrangement;

Business Day means any day, other than a Saturday, or a Sunday or a statutory or civic holiday, on which banks are generally open for business in Toronto, Ontario;

Claim means any right or claim of any Person against the Company, other than a Noteholder Claim or an Excluded Claim, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown;

Colombian Operating Subsidiaries means, collectively, Zandor Capital, S.A., Minera Croesus, S.A., Mineros Nacionales, S.A., and Mineros Andinos de Occidente, S.A.;

Common Shares means the common shares in the capital of the Company

Company or **Gran Colombia** means Gran Colombia Gold Corp.;

Court means the Supreme Court of British Columbia;

Debentures means, collectively, the 2020 Debentures and the 2018 Debentures;

Depositary means Equity Financial Trust Company, appointed for the purpose of, among other things, exchanging certificates representing Gold Notes and Silver Notes for certificates or other evidence representing 2020 Debentures, 2018 Debentures and/or the Elected Common Shares, respectively, in connection with the Arrangement;

Director means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of Gran Colombia;

Disputed Distribution Claim means a Noteholder Claim or such portion thereof which has not been allowed as a Distribution Claim as of the Exchange Date;

Disputed Distribution Claims Reserve means the reserve, if any, to be established by the Company on the Effective Date, which shall be comprised of the 2020 Debentures, 2018 Debentures and/or the Elected Common Shares that would have been delivered in respect of Disputed Distribution Claims if such Disputed Distribution Claims had been Allowed Noteholder Claims as of such date;

Distribution Claim means the amount of the Noteholder Claim against the Company as finally accepted and determined for distribution purposes in accordance with the Interim Order and this Plan of Arrangement, or any further Order;

Effective Date means the Business Day on which the Arrangement becomes effective, as specified in the certificate contemplated in Section 2.2 hereof;

Effective Time means 12:01 a.m. on the Effective Date;

Elected Common Shares means the Common Shares to be issued to Gold Noteholders and Silver Noteholders under the Arrangement in accordance with their respective elections in satisfaction of all or a portion of the aggregate principal amount of Gold Notes or Silver Notes, including accrued and unpaid interest and any other amounts capitalized thereon;

Exchange Date means the Business Day immediately before the Effective Date;

Exchange Time means the time on the Exchange Date as of which certain registrations or holdings are to be determined as provided for herein, being 6:00 p.m. Eastern Standard Time;

Excluded Claim means (i) the Trustee Claim, (ii) Claims of the Advisors, and (iii) any Claims accruing after the Effective Date;

Final Order means the final order of the Court pursuant to Section 291 of the BCBCA approving the Arrangement.

Gold Note Letter of Transmittal and Election Form means the letter of transmittal and election form sent by Gran Colombia to the Gold Noteholders as of the Record Date for use in connection with the Arrangement;

Gold Noteholders means all Noteholders holding Gold Notes, and **Gold Noteholder** means any one of them;

Gold Notes means all notes issued pursuant to the Gold Notes Indenture and outstanding as of the Record Date;

Gold Notes Indenture means the Indenture dated as of October 30, 2012 among Gran Colombia, as issuer, Equity Financial Trust Company as trustee, and others, pursuant to which Gran Colombia issued the Gold Notes;

Governmental Entity means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

Gran Colombia Group means, collectively, Gran Colombia and each of the Colombian Operating Subsidiaries;

Indentures means the Gold Notes Indenture and the Silver Notes Indenture;

Interim Order means the Order of the Court made on October 27, 2015 in the BCBCA Proceedings, as amended by the Extended Order, and as may be further amended from time to time;

Law means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States, Colombia or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity;

Majority Consenting Gold Noteholders means consenting Gold Noteholders holding at least a majority of the aggregate principal amount of all Gold Notes held by all Gold Noteholders at the time that a consent, approval, waiver or agreement is sought pursuant to the terms of this Plan of Arrangement;

Majority Consenting Silver Noteholders means consenting Silver Noteholders holding at least a majority of the aggregate principal amount of all Silver Notes held by all Silver Noteholders at the time that a consent, approval, waiver or agreement is sought pursuant to the terms of this Plan of Arrangement;

Meeting means a meeting of the Gold Noteholders or the Silver Noteholders, as the case may be, called for the purpose of considering and voting in respect of the Arrangement, and **Meetings** means both such meetings;

Noteholder Claims means any right or claim of any Person against the Company, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured,

unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, pursuant to or in relation to the Notes or any of them, or relating in any way to the purchase, holding or sale of the Notes, and **Noteholder Claim** means any one of them;

Noteholders means all Gold Noteholders and all Silver Noteholders, and **Noteholder** means any one of them;

Notes means all Gold Notes and all Silver Notes outstanding as of the Record Date, and **Note** means any one of them;

Officer means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of Gran Colombia;

Order means any order of the Court in the BCBCA Proceedings;

Outside Date means February 26, 2016 (or such other date as the Company may designate in accordance with Section 6.4 of this Plan of Arrangement);

Person is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Governmental Entity or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

Plan of Arrangement means this plan of arrangement and any amendments, modifications or supplements hereto made in accordance with the terms hereof or made at the direction of the Court in the Final Order or otherwise with the consent of Gran Colombia in accordance with this Plan of Arrangement and the BCBCA;

Record Date means October 26, 2015, subject to any further Order;

Released Claims means the matters that are subject to release and discharge pursuant to Article 5;

Released Party has the meaning given to that term in Section 5.1;

Silver Note Letter of Transmittal and Election Form means the letter of transmittal and election form and sent by Gran Colombia to the Silver Noteholders as of the Record Date for use in connection with the Arrangement;

Silver Noteholders means all Noteholders holding Silver Notes, and **Silver Noteholder** means any one of them;

Silver Notes means all notes issued pursuant to the Silver Notes Indenture and outstanding as of the Record Date;

Silver Notes Indenture means the Indenture dated as of August 11, 2011 among Gran Colombia as issuer, Equity Financial Trust Company as trustee, and others, pursuant to which Gran Colombia issued the Silver Notes;

Trustee means Equity Financial Trust Company as trustee, under each of the Indentures;

Trustee Claim means any right or claim for fees, costs, commissions, reimbursement or compensation that the Trustee may have against the Company pursuant to the Indentures or either of them;

US Dollars or **US$** means the lawful currency of the United States of America; and

US Securities Act means the *United States Securities Act of 1933*, as amended from time to time, and the rules and regulations promulgated thereunder, or any successor statute.

1.2 Certain Rules of Interpretation

For the purposes of this Plan of Arrangement:

(a) Unless otherwise expressly provided herein, any reference in this Plan of Arrangement to an instrument, agreement or an Order or an existing document or exhibit filed or to be filed means such instrument, agreement, Order, document or exhibit as it may have been or may be amended, modified, or supplemented in accordance with its terms;

(b) The division of this Plan of Arrangement into articles and sections are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement, nor are the descriptive headings of articles and sections intended as complete or accurate descriptions of the content thereof;

(c) The use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of this Plan of Arrangement to such Person (or Persons) or circumstances as the context otherwise permits;

(d) The words includes and including and similar terms of inclusion shall not, unless expressly modified by the words only or solely, be construed as terms of limitation, but rather shall mean includes but is not limited to and including but not limited to, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

(e) Unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 6:00 p.m. on such Business Day;

(f) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;

(g) Unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Governmental Entity includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and

(h) References to a specific Recital, Article or Section shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan of Arrangement, whereas the terms this Plan of Arrangement, hereof, herein, hereto, hereunder and similar expressions shall be deemed to refer generally to this Plan of Arrangement and not to any particular Recital, Article, Section or other portion of this Plan of Arrangement and include any documents supplemental hereto; and the word or is not exclusive.

1.3 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. All questions as to the interpretation or application of this Plan of Arrangement and all proceedings taken in connection with this Plan of Arrangement and its provisions shall be subject to the jurisdiction of the Court.

1.4 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in, and all payments provided for herein shall be made in, US Dollars.

1.5 Date for Any Action

If the date on which any action is required to be taken hereunder by a Person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Time

Time shall be of the essence in this Plan of Arrangement.

Article 2
Effect of the Arrangement

2.1 Effectiveness

The Arrangement will become effective in the sequence described in Section 3.2 from and after the Effective Time and shall be binding on and enure to the benefit of the Gran Colombia Group, the Noteholders, the Released Parties, and all other Persons as provided for herein, or subject to, this Plan of Arrangement and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

2.2 Certificate of Effectiveness

After the conditions to the effectiveness of this Plan of Arrangement set out in Section 6.2 have been satisfied or waived, the Company shall file at the registered office of the Company, to be kept in the Company's minute book, a certificate signed by two officers of the Company, certifying that all conditions to the effectiveness of the Arrangement set out in Section 6.2 have been satisfied or waived and specifying the Effective Date. The Effective Date so specified by the Company may be any date selected by the Company, in its discretion, for administrative or other reasons.

Article 3
Arrangement

3.1 Corporate Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan of Arrangement involving corporate action of any members of the Gran Colombia Group will occur and be effective as of the Effective Date, and will be authorized and approved under the Arrangement and by the Court, where appropriate, as part of the Final Order, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of the Gran Colombia Group.

3.2 Effective Date Transactions

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order (or in such other manner or order as Gran Colombia may designate, acting reasonably), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

(a) Interest on each Note shall be accrued up to and including the Exchange Date, and all accrued and unpaid interest shall be added to the principal amount of each Note;

(b) The principal amount of the Gold Notes (including accrued interest added to the principal amount pursuant to Section 3.2(a) above together with a restructuring fee in the amount of $2.0 million (the **Restructuring Fee**)) shall be exchanged for the following securities:

(i) such aggregate principal amount of 2020 Debentures that the holders of the Gold Notes have been deemed to have elected to receive in advance of the Effective Time in accordance with the Gold Note Letter of Transmittal and Election Form, rounded down to the nearest US Dollar; and

(ii) such aggregate number of Elected Common Shares that the holders of the Gold Notes have validly elected to receive in advance of the Effective Time in accordance with the Gold Note Letter of Transmittal and Election Form, rounded down to the nearest whole common share

the aggregate value of (i) and (ii) above to be of equal value to the aggregate principal amount of the Gold Notes, plus the Restructuring Fee;

(c) The principal amount of the Silver Notes (including accrued interest added to the principal amount pursuant to Section 3.2(a) above) shall be exchanged for the following securities:

(i) such aggregate principal amount of 2018 Debentures that the holders of the Silver Notes have been deemed to have elected to receive in advance of the Effective Time in accordance with the Silver Note Letter of Transmittal and Election Form, rounded down to the nearest US Dollar; and

(ii) such aggregate number of Elected Common Shares that the holders of the Silver Notes have validly elected to receive in advance of the Effective Time in accordance with the Silver Note Letter of Transmittal and Election Form, rounded down to the nearest whole common share

the aggregate value of (i) and (ii) above to be of equal value to the aggregate principal amount of the Silver Notes;

(d) Each Noteholder as at the Exchange Time shall and shall be deemed to irrevocably and finally exchange its Notes for the foregoing consideration which shall and shall be deemed to be received in full and final settlement of its Notes and its Allowed Noteholder Claim;

(e) The obligations of Gran Colombia with respect to the Notes of each Noteholder shall, and shall be deemed to, have been irrevocably and finally extinguished and each Noteholder shall have no further right, title or interest in or to the Notes or its Allowed Noteholder Claim.

(f) The Notes will not entitle any Noteholder to any compensation or participation other than as expressly provided for in this Plan of Arrangement and shall be cancelled and will thereupon be null and void, and the obligations of the Company thereunder or in any way related thereto shall be satisfied and discharged.

(g) The releases referred to in Article 5 shall become effective and shall be binding on the Persons referred to therein.

(h) Gran Colombia shall pay the reasonable fees and expenses of its Advisors, on agreed upon payment terms, and any amounts owing to the Trustee under the Gold Notes Indenture or the Silver Notes Indenture.

3.3 Withholding Rights

The Company and the Depositary shall be entitled to deduct and withhold from any amount payable or otherwise deliverable to any Person hereunder, such amounts as the Company or the Depositary is required to deduct and withhold with respect to such payment under the *Income Tax Act* of Canada, or any provision of any applicable federal, provincial, state, local or foreign tax laws, in each case, as amended. To the extent the amount required to be deducted or withheld from any amount payable or otherwise deliverable to any Person hereunder exceeds the amount of cash otherwise payable to the Person, any of the Company or the Depositary is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to the Company or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and the Company or the Depositary, as applicable, shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Person in respect of which such deduction and withholding was made, provided that such withheld amounts are remitted to the appropriate Governmental Entity.

3.4 Exchange Procedures

(a) Prior to the Exchange Time, Gran Colombia shall deliver or arrange to be delivered to the Depositary certificates or other evidence representing the requisite principal amount of Debentures required to be issued to Noteholders in accordance with the provisions of Section 3.2, which Debentures shall be held by the Depositary as agent and nominee for the Noteholders for distribution to such Noteholders in accordance with the provisions of Article 4.

(b) Prior to the Exchange Time, Gran Colombia shall deliver or arrange to be delivered to the Depositary certificates or other evidence of Common Shares representing the requisite number of Elected Common Shares required to be issued to Noteholders in accordance with the provisions of Section 3.2, which Elected Common Shares shall be held by the Depositary as agent and nominee for the Noteholders for distribution to such Noteholders in accordance with the provisions of Article 4.

(c) Subject to the provisions of Article 4, and upon return of a properly completed Gold Note Letter of Transmittal and Election Form by a Gold Noteholder registered as at the Exchange Time, together with certificates or other evidence representing Gold Notes and such other documents as the Depositary may require, such Gold Noteholder shall be entitled to receive delivery of a certificate or other evidence representing the 2020 Debentures to which it is entitled pursuant to Section 3.2(b)(i) and a certificate or other evidence of any Elected Common Shares which it is entitled pursuant to Section 3.2(b)(ii), if any.

(d) Subject to the provisions of Article 4, and upon return of a properly completed Silver Note Letter of Transmittal and Election Form by a Silver Noteholder registered as at the Exchange Time, together with certificates or other evidence representing Silver Notes and such other documents as the Depositary may require, such Silver Noteholder shall be entitled to receive delivery of a certificate or other evidence representing the 2018 Debentures to which it is entitled pursuant to Section 3.2(c)(i) and a certificate or other evidence of any Elected Common Shares which it is entitled pursuant to Section 3.2(c)(ii), if any.

Article 4
Distribution of Securities

4.1 Delivery of Securities

(a) Upon surrender to the Depositary for cancellation of a certificate which as at the Exchange Time represented Gold Notes that were exchanged for (i) 2020 Debentures in the amount elected by the Noteholders in accordance with Section 3.2, and/or (ii) Elected Common Shares in the amount elected by the Noteholders in accordance with Section 3.2, together with the duly completed Gold Note Letter of Transmittal and Election Form and such other documents as the Depositary may require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, the 2020 Debentures which such holder is entitled to receive in accordance with Section 3.2(b)(i) and/or the Elected Common Shares which such holder is entitled to receive in accordance with Section 3.2(b)(ii).

(b) Upon surrender to the Depositary for cancellation of a certificate which as at the Exchange Time represented Silver Notes that were exchanged for (i) 2018 Debentures in the amount elected by the Noteholders in accordance with Section 3.2, and/or (ii) Elected Common Shares in the amount elected by the Noteholders in accordance with Section 3.2, together with the duly completed Silver Note Letter of Transmittal and Election Form and such other documents as the Depositary may require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, the 2018 Debentures which such holder is entitled to receive in accordance with Section 3.2(c)(i) and/or and the Elected Common Shares which such holder is entitled to receive in accordance with Section 3.2(c)(ii).

(c) Until surrendered for exchange as contemplated by Section 4.1(a), each certificate which as at the Exchange Time represented Gold Notes shall be deemed at all times to represent only the right to receive in exchange therefor the entitlements which the holder of such certificate is entitled to receive in accordance with Section 3.2(b)(i) and/or Section 3.2(b)(ii).

(d) Until surrendered for exchange as contemplated by Section 4.1(b), each certificate which as at the Exchange Time represented Silver Notes shall be deemed at all times to represent only the right to receive in exchange therefor the entitlements which the holder of such certificate is entitled to receive in accordance with Section 3.2(c)(i) and/or Section 3.2(c)(ii).

4.2 No Distribution Pending Allowance

A Noteholder holding a Disputed Distribution Claim will not be entitled to receive a distribution under the Arrangement in respect of such Disputed Distribution Claim or any portion thereof unless and until, and then only to the extent that, such Disputed Distribution Claim becomes an Allowed Noteholder Claim.

4.3 Distributions After Disputed Distribution Claims Resolved

(a) Debentures and/or Elected Common Shares in relation to a Disputed Distribution Claim will be, on or prior to the Effective Date, either:

(i) issued by the Company and held by the Company, in a segregated account; or

(ii) authorized by the Company's board of directors for issuance by the Company, which in either case shall constitute the Disputed Distribution Claims Reserve for the benefit of the Noteholders with Allowed Noteholder Claims until the final

determination of the Disputed Distribution Claims in accordance with the Interim Order and this Plan of Arrangement.

(b) To the extent that any Disputed Distribution Claim becomes an Allowed Noteholder Claim in accordance with the Arrangement, the Company shall distribute to the holder of such Allowed Noteholder Claim, that number of Debentures and/or Elected Common Shares from the Disputed Distribution Claims Reserve equal to such Noteholder's entitlement under Sections 3.2(b) and/or 3.2(c) of this Plan of Arrangement.

On the date that all Disputed Distribution Claims have been finally resolved in accordance with the Interim Order and any required distributions contemplated in Section 4.3(b) have been made, the Company shall cancel those Debentures and/or Elected Common Shares, if any, remaining in the Disputed Distribution Claims Reserve.

4.4 Lost Certificates

In the event that any certificate which as at the Exchange Time represented Notes which were exchanged or transferred in accordance with Section 3.2 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the consideration which such person is entitled to receive in accordance with Section 3.2, provided that, as a condition precedent to any such delivery by the Depositary, such person shall have provided a bond satisfactory to Gran Colombia and the Depositary in such amount as Gran Colombia and the Depositary may direct, or otherwise indemnified Gran Colombia and the Depositary in a manner satisfactory to Gran Colombia and the Depositary, against any claim that may be made against Gran Colombia or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise have taken such actions as may be required by the articles of Gran Colombia.

4.5 Interest with Respect to Undelivered Debenture

No interest accruing on the Debentures on and after the Effective Date shall be delivered to any Person until such time as such Person shall have complied with the provisions of Section 4.1 or Section 4.4. Subject to applicable law, at the time of such compliance, there shall, in addition to the delivery of a certificate or other evidence representing the Debentures to which such holder is thereby entitled, be delivered to such holder the amount of interest accruing on the Debentures on and after the Effective Date pursuant to the Amended and Restated Gold Indenture or the Amended and Restated Silver Indenture, as applicable, with respect to such Debentures.

4.6 Limitation and Proscription

If, on or before the date which is 365 days following the Effective Date, a Noteholder as at the Exchange Time shall not have complied with the provisions of Section 4.1 or Section 4.4 in respect of a certificate which, as at the Exchange Time, represented Notes, then:

(a) the right of such Noteholder to receive (i) Debentures and/or Elected Common Shares under the Arrangement in respect of the Notes represented by such certificate, and (ii) any accrued interest which such Noteholder would otherwise have been able to receive under Section 4.5, shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any compensation therefor, notwithstanding any federal, provincial, or state laws to the contrary, and any Debentures and/or Elected Common Shares that are the subject thereof shall be cancelled; and

(b) any such accrued interest shall be delivered by the Depositary to Gran Colombia.

Article 5
Releases

5.1 Releases

At the Effective Time, the Company, the Directors and Officers, the Colombian Operating Subsidiaries, the Trustee and each of their respective financial advisors, legal counsel and agents (collectively, the **Released Parties**) shall be released and discharged from any and all rights and claims of any Person against a Released Party, including without limitation any Noteholder Claim, whether or not any such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, where such right or claim is based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Date and that is in any way relating to, arising out of or in connection with (i) the Notes; (ii) the Indentures; (iii) this Plan of Arrangement; or (iv) the BCBCA Proceedings; provided, however, that nothing in this Article 5 will release or discharge:

(a) any Excluded Claim;

(b) the Company of or from its obligation to Noteholders under the Arrangement, under any Order, or under any document delivered by the Company on the Effective Date pursuant to the Arrangement; or

(c) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct.

Article 6
Court Approval, Conditions to Effectiveness

6.1 Final Order

The Final Order shall, among other things, order and declare that:

(a) the Arrangement and the transactions contemplated by it are fair and reasonable;

(b) the Arrangement (including the compromises and releases set out herein) is approved pursuant to section 291(4) of the BCBCA; and

(c) the Company shall be entitled, at any time, to seek leave to vary the Final Order, to seek the advice and direction of the Court as to the implementation of the Arrangement or to apply for such further Order or Orders as may be appropriate.

6.2 Conditions to Effectiveness

The effectiveness of the Arrangement shall be conditional upon the fulfillment, satisfaction or waiver (to the extent permitted by Section 6.3 hereof) of the following conditions:

(a) The Court shall have granted the Final Order, the operation and effect of which shall not have been stayed, reversed or amended, and in the event of an appeal or application for leave to appeal, final determination shall have been made by the applicable appellate court;

(b) No Applicable Law shall have been passed and become effective, the effect of which makes the consummation of the Arrangement illegal or otherwise prohibited;

(c) Other necessary or desirable third party consents, if any, to deliver and implement all matters related to the Arrangement shall have been obtained;

(d) All documents necessary to give effect to all material provisions of the Arrangement (including the Amended and Restated Gold Indenture and the Amended and Restated Silver Indenture) and all documents related thereto shall have been executed and/or delivered by all relevant Persons in form and substance satisfactory to the Company and deposited in escrow pending the Effective Time;

(e) All required stakeholder, regulatory and Court approvals, consents, waivers and filings shall have been obtained or made, as applicable, on terms satisfactory to the Company, acting reasonably and in good faith, including the approval of the Arrangement by both Gold Noteholders and Silver Noteholders, and any shareholder approvals required with respect to the issuance and listing of the Debentures or the Elected Common Shares or in connection with the Arrangement;

(f) All material filings required to be made and any material regulatory consents or approvals required to be obtained in connection with the Arrangement before the Effective Time shall have been made or obtained; and

(g) the Company has been advised that the approval of the Arrangement by the Court will constitute the basis for an exemption from the registration requirements of the US Securities Act pursuant to Section 3(a)(10) thereof with respect to the issuance of the Debentures and/or Elected Common Shares.

6.3 Waiver of Conditions

The Company may at any time and from time to time waive the fulfillment or satisfaction, in whole or in part, of the conditions set out herein, to the extent and on such terms as the Company deems advisable, provided however that the conditions set out in Sections 6.2(a) and 6.2(b) cannot be waived.

6.4 Conditions must be Satisfied or Waived

If the conditions contained in Section 6.2 are not satisfied or waived (to the extent permitted under Section 6.3) by the Outside Date, then unless the Company agrees in its sole discretion and in writing to extend such date, the Arrangement and the Final Order shall cease to have any further force or effect and will not be binding on any Person.

Article 7
General

7.1 Deeming Provisions

In this Plan of Arrangement, the deeming provisions are not rebuttable and are conclusive and irrevocable.

7.2 Modification of Arrangement

(a) The Company may, at any time and from time to time, amend, restate, modify and/or supplement this Plan of Arrangement or any document delivered with respect to the Arrangement, provided that: any such amendment, restatement, modification or supplement must be contained in a written document that is filed with the Court and:

(i) if made prior to or at the Meetings: (A) the Company or the Chair (as defined in the Interim Order) shall communicate the details of any such amendment, restatement, modification and/or supplement to Noteholders and other Persons present at the

Meetings prior to any vote being taken at the Meetings; (B) the Company shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court forthwith and in any event prior to the Court hearing in respect of the Final Order; and (C) the Company shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Company's website forthwith and in any event prior to the Court hearing in respect of the Final Order;

(ii) if made following the Meetings: (A) the Company shall provide notice to the service list of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the Court; (B) the Company shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Company's website; and (C) such amendment, restatement, modification and/or supplement shall require the approval of the Court following notice to the Noteholders.

(b) Where any amendment, restatement, modification or supplement concerns a matter that, in the opinion of the Company, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Arrangement and the Final Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Noteholders, then notwithstanding Section 7.2(a) hereof and without additional steps, such amendment, restatement, modification or supplement may be made by the Company: (i) if prior to the date of the Final Order, with the consent of the Majority Consenting Gold Noteholders, if affected, and the Majority Consenting Silver Noteholders, if affected; and (ii) if after the date of the Final Order, with the consent of the Majority Consenting Gold Noteholders, if affected, the Majority Consenting Silver Noteholders, if affected, and upon approval by the Court.

(c) Any amended, restated, modified or supplementary Plan of Arrangement filed with the Court and, if required by this section, approved by the Court, shall, for all purposes, be and be deemed to be a part of and incorporated in this Plan of Arrangement.

7.3 Severability of Plan of Arrangement Provisions

If, prior to the Effective Time, any term or provision of this Plan of Arrangement is held by the Court to be invalid, void or unenforceable, at the request of the Company, the Court shall have the power to either (a) sever such term or provision from the balance of this Plan of Arrangement and provide the Company with the option to proceed with the implementation of the balance of this Plan of Arrangement as of and with effect from the Effective Time, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Arrangement is implemented, the remainder of the terms and provisions of this Plan of Arrangement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

7.4 Paramountcy

From and after the Effective Time, any conflict between:

(a) this Plan of Arrangement, any Order, or any document delivered by the Company on the Effective Date pursuant to the Arrangement, on the one hand; and

(b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust

indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Company and/or the Colombian Operating Subsidiaries as at the Effective Date, on the other hand,

will be deemed to be governed by the terms, conditions and provisions of the documents or Orders referred to in Section 7.4(a), which shall take precedence and priority.

7.5 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Persons named or referred to in, or subject to, this Plan of Arrangement will 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 any of them to carry out the full intent and meaning of this Plan of Arrangement and to give effect to the transactions contemplated herein.

APPENDIX E
INTERIM ORDER & EXTENSION ORDER

SEE ATTACHED

NO. S158789
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GRAN COLOMBIA GOLD CORP.

GRAN COLOMBIA GOLD CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE MASTER MACNAUGHTON) TUESDAY, THE 27th DAY
) OF OCTOBER, 2015

ON THE APPLICATION of the Petitioner Gran Colombia Gold Corp. (the "Company") for an Interim Order pursuant to the Petition filed on October 23, 2015 without notice and coming on for hearing at Vancouver, British Columbia on the October 27, 2015, AND ON HEARING Kieran E. Siddall, counsel for the Petitioner, AND UPON READING the Petition herein and the Affidavit #1 of Peter Volk sworn October 22, 2015 (the "Volk Affidavit") and the Affidavit #1 of Nadine Abram sworn October 27, 2015 (the "Abram Affidavit") and filed herein:

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the draft Notice of Meeting and draft Management Information Circular (collectively, the "Circular") found at Exhibit "A" to the Volk Affidavit.

SPECIAL MEETING

2. Pursuant to Sections 289 and 291 of the *Business Corporations Act,* S.B.C., 2002, c. 57, as amended (the "BCBCA"), the Company is authorized and directed to call, hold and conduct a meeting of the Gold Noteholders and a meeting of the Silver Noteholders (collectively, the "Noteholders", and such meetings being the "Meetings", and each a "Meeting") of the Company to be held at 10:30 a.m. (Gold Noteholders) and 11:30 a.m. (Silver Noteholders), Eastern Standard Time, on November 27, 2015 at the offices of Norton Rose Fulbright Canada LLP in Toronto, at the address set out in the Circular, to, at each Meeting:

(a) consider and, if thought fit, pass, with or without variation, a special resolution (the "Arrangement Resolution") to approve a proposed arrangement (the "Arrangement") pursuant to section 288 of the BCBCA substantially in the form set out in the Plan of Arrangement attached as Appendix "D" to the Circular; and

(b) to transact such other business as may properly come before each Meeting and any adjournment(s) thereof.

3. Robert Metcalfe (or in his absence, Peter Volk) shall act as the chair (the "Chair") and Peter Volk (or in his absence or at his request, Andrea Moens) shall act as the secretary of each Meeting. Each Meeting shall be called, held and conducted in accordance with the BCBCA, this Interim Order, and any further Order of this Court, and in accordance with the rulings and directions of the Chair of each Meeting, such rulings and directions not to be inconsistent with this Interim Order, in all cases notwithstanding any provision in the Indentures.

ADJOURNMENT

4. Notwithstanding the provisions of the BCBCA, the Company, if it deems advisable, is specifically authorized to adjourn or postpone a Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the applicable Noteholders respecting the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by press release or newspaper advertisement, or by notice sent to the applicable Noteholders in the manner specified in paragraph 9 of this Interim Order.

5. The Record Date (as defined in paragraph 7 below) shall not change in respect of adjournments or postponements of a Meeting.

AMENDMENTS

6. Prior to a Meeting, the Company is authorized to make such amendments, revisions or supplements to the Arrangement without any additional notice to the Noteholders, and the Arrangement as so amended, revised and supplemented shall be the Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

RECORD DATE

7. The record date for determining the Noteholders entitled to receive notice of, attend and vote at each Meeting (the "Record Date") shall be October 26, 2015, as previously approved by the Board of Directors of the Company, or such other date as the Board of Directors of the Company may determine and as disclosed in the Meeting Materials (as defined below).

NOTICE OF SPECIAL MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and the Company shall not be required to send to the Noteholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.

9. The Circular (including the Notice of Hearing of Petition) and the letters of transmittal in substantially the same forms as contained in Exhibits "A" and "F" to the Volk Affidavit, together with forms of proxy (collectively referred to as the "Meeting Materials"), with such deletions, amendments or additions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, shall be sent to:

(a) the Noteholders as they appear on the securities register of the Company as at the Record Date, such Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meetings, excluding the date of mailing, delivery or transmittal and the date of the Meetings, by one or more of the following methods:

(i) by prepaid ordinary or air mail addressed to the Noteholder at his, her or its address as it appears on the applicable securities register of the Company as at the Record Date;

(ii) by delivery in person or by delivery to the addresses specified in paragraph 9(a)(i) above; or

(iii) by e-mail or facsimile transmission to any Noteholder who identifies himself, herself or itself to the satisfaction of the Company, acting through its representatives, who requests such e-mail or facsimile transmission; and

(b) the directors of the Company by mailing the Meeting Materials by prepaid ordinary mail, or by e-mail or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meetings, excluding the date of mailing or transmittal and the date of the Meetings;

(c) in the case of non-registered Noteholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to both non-objecting beneficial owners and objecting beneficial owners in accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meetings;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meetings.

10. Accidental failure of or omission by the Company to give notice to any one or more Noteholders or the non-receipt of such notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Company (including, without limitation, any inability to use postal services) shall not constitute a breach of this Interim Order, or in relation to notice to Noteholders, a defect in the calling of a Meeting, and shall not invalidate any resolutions passed or proceeding taken at a Meeting, but if any such failure or omission is brought to the attention of the Company then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

11. Any supplements or additions to the Meeting Materials, or any other materials that the Company wishes to deliver to Noteholders ("Additional Materials"), may be delivered in accordance with paragraph 9 of this Interim Order. Notwithstanding the foregoing, Additional Materials may be communicated to the Noteholders by press release or newspaper

advertisement if that is determined by the Board of Directors of the Company to be the most appropriate method of communication.

DEEMED RECEIPT OF NOTICE

12. The Meeting Materials and any Additional Materials shall be deemed, for the purposes of this Interim Order, to have been received:

(a) in the case of mailing, the day, Saturdays, and holidays excepted, following the date of mailing;

(b) in the case of delivery in person, the day of personal delivery or the day of delivery to the person's address in paragraph 9 above; and

(c) in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch.

QUORUM AND VOTING

13. Notwithstanding any provision in the Indentures, the quorum for each Meeting shall be two or more Noteholders voting in person or by proxy.

14. The votes required to pass the Arrangement Resolution at the Gold Noteholders' Meeting shall be: (i) the affirmative vote of at least three-quarters, as determined based on the value of the Gold Notes, of the aggregate votes cast by the Gold Noteholders, and (ii) the affirmative vote of at least a simple majority, as determined based on the number of Gold Noteholders, of the votes cast by the Gold Noteholders, in each case voting as a single class, present in person or represented by proxy at the Meeting. At the Gold Noteholders' Meeting, (a) for the purpose of determining the number of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting, voting on the Arrangement, each beneficial Gold Noteholder as of the Record Date will have one vote; and (b) for the purpose of determining the value of Gold Noteholders, present in person or represented by proxy at the Gold Noteholders' Meeting, voting on the Arrangement, each Gold Noteholder as of the Record Date will have one vote for each $1.00 of principal amount of Gold Notes held by such Gold Noteholder as of the Record Date.

15. The votes required to pass the Arrangement Resolution at the Silver Noteholders' Meeting shall be: (i) the affirmative vote of at least three-quarters, as determined based on the

value of the Silver Notes, of the aggregate votes cast by the Silver Noteholders, and (ii) the affirmative vote of at least a simple majority, as determined based on the number of Silver Noteholders, of the votes cast by the Silver Noteholders, in each case voting as a single class, present in person or represented by proxy at the Meeting. At the Silver Noteholders' Meeting, (a) for the purpose of determining the number of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting, voting on the Arrangement, each beneficial Silver Noteholder as of the Record Date will have one vote; and (b) for the purpose of determining the value of Silver Noteholders, present in person or represented by proxy at the Silver Noteholders' Meeting, voting on the Arrangement, each Silver Noteholder as of the Record Date will have one vote for each $1.00 of principal amount of Silver Notes held by such Silver Noteholder as of the Record Date.

PERMITTED ATTENDEES

16. The only persons entitled to attend each Meeting shall be registered Gold Noteholders or registered Silver Noteholders, as applicable, or their respective proxyholders as of the Record Date, the Company's directors, officers, advisors and any other person admitted on the invitation of the Chair or with the consent of the Meeting, and the only persons entitled to be represented and to vote at the Meetings shall be the registered Noteholders or registered Silver Noteholders, as applicable, as at the close of business on the Record Date, or their respective proxyholders.

SCRUTINEER

17. A representative of the Trustee is authorized to act as scrutineer (the "Scrutineer") for each Meeting.

SOLICITATION OF PROXIES

18. The Company is authorized to use the forms of proxies in connection with the Meeting, in substantially the same forms attached as Exhibits "A" and "B" to the Abram Affidavit and the Company may in its discretion waive generally the time limits for deposit of proxies if the Company deems it reasonable to do so. The Company is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.

19. The procedure for the use of proxies at each Meeting shall be as set out in the Meeting Materials.

QUANTUM OF CLAIMS AND DISPUTES

20. The Trustee shall determine the aggregate amount owing under each Indenture as of the Record Date (for voting purposes) and as of the Exchange Date (for distribution purposes) and, unless any such aggregate amount is disputed by the Company, the aggregate amounts determined by the Trustee under each Indenture shall for all purposes be deemed to be the aggregate amounts owed to Gold Noteholders or Silver Noteholders, as the case may be.

21. In the event of any dispute or uncertainty as to whether a Person is a Noteholder, or how many Notes are held by such Person, or the value of any such Notes, the vote of that Person shall nevertheless be recorded by the Scrutineer and tabulated separately. If the disputed vote(s) would affect whether the Arrangement has been approved by the Noteholders in accordance with paragraph 14 or 15 of this Interim Order, the Company may apply to this Court for an expedited determination of such dispute, and may seek such other relief from this Court as the Company deems advisable.

22. In the event of any dispute or uncertainty as to whether a Person has a Distribution Claim or the quantum of that Distribution Claim, the Company may seek such direction from this Court as the Company deems advisable with respect to the rights and entitlements of such Person to receive distributions under the Arrangement. The Company shall establish the Disputed Distribution Claims Reserve as defined in the Plan of Arrangement and shall administer it in accordance with the Plan of Arrangement.

APPLICATION FOR FINAL ORDER

23. Upon the approval, with or without variation, by the Noteholders of the Arrangement, in the manner set forth in this Interim Order, the Petitioner may apply to this Court for, *inter alia*, an Order:

(a) pursuant to BCBCA Section 291(4)(a) approving the Arrangement; and

(b) pursuant to BCBCA Section 291(4)(c) declaring that the terms and conditions of the Arrangement are fair and reasonable;

(collectively, the "Final Order")

and that the hearing of the Final Order will be held on December 4, 2015 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as this Court may direct.

24. The form of Notice of Hearing of Petition for Final Order attached as Appendix "F" to the Circular is hereby approved as the form of notice of proceedings for such approval. Any Noteholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order.

25. Any Noteholder seeking to appear at the hearing of the application for the Final Order shall:

(a) file a Response, in the form prescribed by the *Supreme Court Civil Rules*, with this Court; and

(b) deliver the filed Response to the Petitioner's solicitors at:

Bull, Housser & Tupper LLP
Barristers and Solicitors
1800 – 510 West Georgia Street
Vancouver BC V6B 0M3

Attention: Kieran E. Siddall

before 4:00 p.m. (Vancouver time) on December 2, 2015.

26. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraph 9 of this Interim Order shall constitute good and sufficient service of the within proceedings and no other form of service need be made and no other material need be served on such persons in respect of these proceedings and that service of the affidavits in support is dispensed with.

27. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need be served and provided with notice of the adjourned hearing date.

OTHER

28. If any deadline set out in this Interim Order or in the Plan of Arrangement or Circular falls on a day that is not a Business Day, the deadline shall be extended to the next Business Day.

VARIANCE

29. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order.

30. Rules 8-1 and 16-1 of the *Supreme Court Civil Rules* will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

K. Siddall.

Signature of Kieran E. Siddall
Lawyer for Gran Colombia Gold Corp.

By the Court

Registrar

✓ Form only.

NO. S158789
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GRAN COLOMBIA GOLD CORP.

GRAN COLOMBIA GOLD CORP.,

PETITIONER

INTERIM ORDER

BULL, HOUSSER & TUPPER
Barristers & Solicitors
1800 – 510 West Georgia Street
Vancouver, B.C. V6E 3R3
Telephone: (604) 687-6575
Facsimile: (604) 641-4949
Attention: Kieran E. Siddall

KES/nca

File# 15-3964

NO. S158789
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GRAN COLOMBIA GOLD CORP.

GRAN COLOMBIA GOLD CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE MASTER SCARTH) FRIDAY, THE 27th DAY
) OF NOVEMBER, 2015

ON THE APPLICATION of the Petitioner Gran Colombia Gold Corp. (the "Company") without notice and coming on for hearing at Vancouver, British Columbia on November 27, 2015, AND ON HEARING Kieran E. Siddall, counsel for the Petitioner, AND UPON READING the materials filed herein including the Affidavit #1 of Marion Shaw sworn November 27, 2015 (the "Shaw Affidavit"):

THIS COURT ORDERS THAT:

1. As used in this Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Order of Master MacNaughton made October 27, 2015 in this proceeding (the "Interim Order").

2. The Interim Order be and is hereby amended by:

(a) in paragraph 23, deleting December 4, 2015 and substituting January 8, 2015 as the date for the Final Order hearing; and

(b) in paragraph 25, deleting December 2, 2015 and substituting January 6, 2015 as the time for filing and delivering a Response.

3. Sending a copy of this Order and the Notice of Hearing of Petition in the form attached as Appendix "F" to the Circular in accordance with paragraph 9 of the Interim Order shall constitute good and sufficient notice of the hearing of the application for the Final Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT

Signature of Kieran E. Siddall
Lawyer for Gran Colombia Gold Corp.

By the Court

Registrar

AS TO FORM
TL

NO. S158789
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KES/nca File# 15-3964

APPENDIX F
AMENDED NOTICE OF HEARING OF PETITION

SEE ATTACHED

NO. S158789
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GRAN COLOMBIA GOLD CORP.

GRAN COLOMBIA GOLD CORP.

PETITIONER

NOTICE OF HEARING OF PETITION FOR FINAL ORDER

To: The holders of 10% Secured Gold-Linked Notes due October 30, 2017 (the “Gold Notes”) and 5% Senior Unsecured Notes due August 11, 2018 (the “Silver Notes”) of Gran Colombia Gold Corp. (collectively, the “Respondents”) NOTICE IS HEREBY GIVEN that a Petition has been filed by the Petitioner, Gran Colombia Gold Corp. (the “Company”) in the Supreme Court of British Columbia (the "Court") for approval of a plan of arrangement (the "Arrangement"), pursuant to the *Business Corporations Act*, S.B.C., 2002, c. 57, as amended;

AND NOTICE IS FURTHER GIVEN that by an Interim Order of the Supreme Court of British Columbia pronounced on October 27, 2015, as amended by a further Order of the Supreme Court of British Columbia dated November 27, 2015, the Court has given directions as to the calling of a special meeting of the holders of the Gold Notes, and the holders of the Silver Notes, for the purpose of, among other things, considering, and voting upon a special resolution to approve the Arrangement;

AND NOTICE IS FURTHER GIVEN that an application for a Final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement are fair and reasonable shall be made before the presiding Judge in Chambers at the Courthouse, 800 Smithe Street, Vancouver, British Columbia on January 8, 2016 at 9:45 am (Vancouver time), or as soon thereafter as counsel may be heard (the "Final Application").

AND NOTICE IS FURTHER GIVEN that the Final Order approving the Arrangement will, if made, serve as the basis of an exemption from the registration requirements of the United States Securities Act of 1933, as amended, pursuant to Section 3(a)(10) thereof with respect to securities issued under the Arrangement.

IF YOU WISH TO BE HEARD, any person affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the hearing of the Final Application if such person has filed with the Court at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, a Response to Petition ("Response") in the form prescribed by the Supreme Court Civil Rules, together with any affidavits and other material on which that person intends to rely at the hearing of the Final Application, and delivered a copy of the filed Response, together with all affidavits and other material on which such person intends to rely at the hearing of the Final Application, including an outline of such person's proposed submissions, to the Petitioner at its address for delivery set out below by or before 4:00 p.m. (Vancouver time) on January 6, 2016.

The Petitioner's address for delivery is:

Bull, Housser & Tupper LLP
Barristers and Solicitors
1800 – 510 West Georgia Street
Vancouver, BC V6B 0M3

Attention: Kieran E. Siddall

lF YOU WISH TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing and delivering the form of "Response" as aforesaid. You may obtain a form of "Response" at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

AT THE HEARING OF THE FINAL APPLICATION the Court may approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court deems fit.

IF YOU DO NOT FILE A RESPONSE and attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you. A copy of the said Petition and other documents in the proceeding will be provided to any Respondent upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out above.

DATED at Vancouver, British Columbia, this 27th day of November, 2015

(Signed) "*Kieran E. Siddall*"

LAWYER FOR THE PETITIONER

Any questions and requests for assistance may be directed to the Proxy Advisory and Solicitation Agent:

KINGSDALE
Shareholder Services

The Exchange Tower
130 King Street West, Suite 2950, P.O. Box 361
Toronto, Ontario
M5X 1E2
www.kingsdaleshareholder.com

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1-866-581-0508

Email: contactus@kingsdaleshareholder.com

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272