BRIO GOLD INC.

SPECIAL MEETING
OF SHAREHOLDERS

April 12, 2018

NOTICE OF SPECIAL MEETING
AND MANAGEMENT INFORMATION CIRCULAR

dated as of March 15, 2018
with respect to a proposed

PLAN OF ARRANGEMENT

involving

BRIO GOLD INC.

and

LEAGOLD MINING CORPORATION

The board of directors of Brio Gold Inc. <u>UNANIMOUSLY</u> recommends that Shareholders vote FOR the Arrangement.

These materials are important and require your immediate attention. They require the shareholders of Brio Gold Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors. Your vote is important regardless of the number of shares you own. Whether or not you are able to attend, we urge you to vote using your enclosed proxy or voting instruction form. Please carefully follow the instructions provided to vote your shares. Any questions regarding voting your shares should be directed to AST Trust Company (Canada) who can be reached by toll-free telephone at 1-800-387-0825 or at 416-682-3860 or by email at inquiries@astfinancial.com.

March 15, 2018

Dear Shareholders:

The board of directors (the "**Board**") of Brio Gold Inc. ("**Brio Gold**" or the "**Company**") invites you to attend the special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares of Brio Gold (the "**Brio Shares**") to be held at the offices of Davies Ward Phillips & Vineberg LLP, 40th floor, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, on April 12, 2018 at 10:00 a.m. (Eastern time).

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, pass a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Arrangement**") pursuant to section 182 of the *Business Corporations Act* (Ontario), whereby Leagold Mining Corporation ("**Leagold**") will acquire all of the issued and outstanding Brio Shares. Each Shareholder shall receive 0.922 of a Leagold common share and 0.4 of a Leagold share purchase warrant (each whole share purchase warrant, a "**Consideration Warrant**") for each Brio Share held (other than Brio Shares that constitute Brio Gold restricted stock) (the "**Consideration**"). Each full Consideration Warrant will be exercisable to acquire one common share of Leagold at a price of C$3.70 for a period of two years from the closing of the Arrangement.

The Consideration implies a total value of approximately C$2.67 per Brio Share as at February 15, 2018, the trading day prior to the announcement of the Arrangement, consisting of C$2.57 in Leagold share consideration based on the 20-day volume weighted average trading price of Leagold Shares on the Toronto Stock Exchange (the "**TSX**") as at February 15, 2018 and approximately C$0.10 in additional warrant consideration and represents a 51% premium to Brio Gold's closing share price on the TSX on January 22, 2018, the trading day prior to Leagold's announcement of its intention to commence a take-over bid for Brio Gold. The implied equity value for Brio Gold based on the Consideration is C$314 million. Upon completion of the Arrangement, and assuming that Goldcorp Inc. does not exercise its anti-dilution rights in connection with the Arrangement, existing Brio Gold and Leagold shareholders are expected to own approximately 42% and 58%, respectively, of the combined company.

Full details of the Arrangement are set out in the accompanying Notice of Special Meeting of Shareholders and Management Information Circular of the Company (the "**Circular**"). The Circular describes the Arrangement and includes certain additional information to assist you in considering how to vote on the proposed Arrangement Resolution, including certain risk factors relating to the completion of the Arrangement. You should carefully review and consider all of the information in the Circular. If you require assistance, consult your financial, legal, tax or other professional advisor.

In order to become effective, the Arrangement must be approved by (i) at least two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or by proxy at the meeting; and (ii) a simple majority of the votes cast in person or by proxy at the Meeting, excluding votes required to be excluded pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*. To the knowledge of the Company, only the votes attached to the Brio Shares owned by Gil Clausen, Lance Newman and Joseph Longpré will be excluded from the "majority of the minority" vote. In addition, the Arrangement is subject to customary closing conditions for a transaction of this nature, including court approval and applicable government and regulatory approvals by the relevant authorities, all as described in more detail in the Circular.

The Board unanimously recommends that Shareholders vote FOR the Arrangement. After consultation with its financial and legal advisors, and after careful consideration of, among other factors, the fairness opinion of National Bank Financial Inc. and the unanimous recommendation of the special committee of the Board (the "Special Committee"), the Board has unanimously concluded that the Arrangement is in the best interests of Brio Gold and is fair to the Shareholders. The attached Circular contains a detailed description of the reasons for the determinations and recommendations of the Board and the Special Committee.

All of the directors and executive officers of the Company, together holding approximately 3.3% of the outstanding Brio Shares (other than Brio Shares that constitute Brio Gold restricted stock), have entered into support agreements with Leagold

and the Company pursuant to which they have agreed to vote in favour of the Arrangement. Yamana Gold Inc., which holds approximately 54% of the outstanding Brio Shares (other than Brio Shares that constitute Brio Gold restricted stock), has also entered into a support agreement with Leagold pursuant to which it has agreed to vote in favour of the Arrangement.

YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF BRIO GOLD SHARES YOU OWN.

Shareholders who are unable to attend the Meeting in person are requested to complete, date, sign and return the enclosed form of proxy or voting instruction form so that your Brio Shares can be voted at the Meeting (or at any adjournments or postponements thereof) in accordance with your instructions. If you hold Brio Shares through a broker, custodian, nominee or other intermediary, please follow the instructions provided by your intermediary to ensure your vote is counted at the Meeting.

If your Brio Shares are not registered in your name but are held through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, you will receive the Consideration for your Brio Shares through your intermediary.

If you are a registered Shareholder, please complete, sign, date and return the enclosed letter of transmittal (the "**Letter of Transmittal**") in accordance with the instructions included therein and in the Circular, together with the certificates representing your Brio Shares and any other required documents, to the depositary, Computershare Investor Services Inc. The Letter of Transmittal contains complete instructions on how to exchange your certificate(s) representing your Brio Shares for the Consideration under the Arrangement. You will not receive your Consideration under the Arrangement until after the Arrangement is complete and you have returned your properly completed documents. The Letter of Transmittal contains other procedural information relating to the Arrangement and should be reviewed carefully.

If the Shareholders approve the Arrangement, it is currently anticipated that the arrangement will be completed and become effective in Q2 2018, subject to obtaining court approval and certain required regulatory approvals, as well as the satisfaction or waiver of other conditions contained in the arrangement agreement dated February 15, 2018 between Brio Gold and Leagold. Note however that certain matters, such as the timing of the receipt of court approval and any required regulatory approvals, as described in this Circular, are beyond the control of Brio Gold and Leagold, and it is not possible to state with certainty when or if the closing of the Arrangement will occur.

On behalf of the Board, I would like to express our gratitude for your support. Brio Gold looks forward to seeing you and receiving your support at the Meeting.

Sincerely,

(signed) Gil Clausen

Gil Clausen
President & Chief Executive Officer

BRIO GOLD INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that, pursuant to an order (the "**Interim Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 15, 2018, a special meeting of shareholders (the "**Meeting**") of Brio Gold Inc. ("**Brio Gold**" or the "**Company**") will be held at Davies Ward Phillips & Vineberg LLP, 40th floor, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, on April 12, 2018 at 10:00 a.m. (Eastern time) for the following purposes:

1. to consider, pursuant to the Interim Order, and, if deemed advisable, to pass, with or without amendment, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix "B" to the accompanying management information circular (the "**Circular**"), to approve a statutory plan of arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**"), all as more particularly described in the Circular, and

2. to conduct such further and other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The full text of the arrangement agreement dated February 15, 2018 (the "**Arrangement Agreement**") entered into between Brio Gold and Leagold is available on Brio Gold's SEDAR profile at www.sedar.com. This Notice of Special Meeting of Shareholders is accompanied by the Circular and either a form of proxy or a voting instruction form. The Circular contains additional information relating to matters to be dealt with at the Meeting. Please read the Circular carefully before you vote on such matters.

The record date for the Meeting is March 12, 2018. The record date is the date for the determination of the registered holders of common shares of Brio Gold entitled to receive notice of, and to vote at, the Meeting and any adjournment or postponement thereof.

In order to become effective, the Arrangement Resolution must be approved by (i) at least two-thirds of the votes cast by shareholders of Brio Gold entitled to receive notice of and to vote at the Meeting, and (ii) a simple majority of the votes cast by shareholders of Brio Gold entitled to receive notice of and to vote at the Meeting, excluding the votes cast by such shareholders that are required to be excluded pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*. To the knowledge of the Company, only the votes attached to the common shares owned by Gil Clausen, Lance Newman and Joseph Longpré will be excluded from the "majority of the minority" vote.

Pursuant to the Interim Order, registered shareholders have a right to dissent with respect to the Arrangement Resolution. If the Arrangement becomes effective, a registered shareholder who dissents in respect of the Arrangement Resolution (a "**Dissenting Shareholder**") is entitled to be paid the fair value of such Dissenting Shareholder's Brio Gold common shares, in accordance with the provisions of section 185 of the OBCA, as modified by the Interim Order and the plan of arrangement (the "**Plan of Arrangement**"), provided that such Dissenting Shareholder has delivered to the Company, at 2020-22 Adelaide Street West, Toronto, ON, M5H 4E3, Attention: Letitia Wong, a written objection to the Arrangement Resolution by 5.00 p.m. (Eastern time) on April 11, 2018, being the Business Day (as defined in the Circular) immediately preceding the Meeting (or, if the Meeting is postponed or adjourned, the Business Day immediately preceding the date of the postponed or adjourned Meeting) and has otherwise strictly complied with the dissent procedures of section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement. This right to dissent is described in detail in the accompanying Circular under *"Dissenting Shareholders' Rights"*. The text of section 185 of the OBCA, which will be relevant in any dissent proceeding, is set forth in Appendix "E" to the Circular. The full text of the Interim Order is set forth in Appendix "D" to the Circular, and the Plan of Arrangement is set forth in Appendix "C" to the Circular. **Failure to comply strictly with the dissent procedures set forth in section 185 of the OBCA (as modified by the Interim Order and the Plan of Arrangement) may result in the loss of any right of dissent. Beneficial owners of common shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered shareholders are entitled to dissent.** The obligation of Leagold to complete the Arrangement is subject, among

other matters, to there not having been exercised, or proceedings instituted to exercise, such dissent rights in respect of more than 7.5% of the outstanding common shares of the Company.

We value your opinion and participation in the Meeting as a shareholder of Brio Gold. It is important that you exercise your vote, either in person at the Meeting or by completing and returning the enclosed form of proxy or voting instruction form. Any questions regarding voting your shares should be directed to AST Trust Company (Canada) who can be reached by toll-free telephone at 1-800-387-0825 or at 416-682-3860 or by email at inquiries@astfinancial.com. Any proxies to be used or acted on at the Meeting must be received no later than 5:00 p.m. (Eastern time) on April 10, 2018 or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting.

DATED at Toronto, Ontario this 15 day of March, 2018.

By Order of the Board of Directors

(signed) Gil Clausen

Gil Clausen
President & Chief Executive Officer

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PART 1: MANAGEMENT INFORMATION CIRCULAR

1.1 Solicitation of Proxies

This Circular has been prepared for the holders of common shares of Brio Gold in connection with the solicitation of proxies by the management of Brio Gold for use at the special meeting of the Shareholders to be held at Davies Ward Phillips & Vineberg LLP, 40th floor, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, on April 12, 2018 at 10:00 a.m. (Eastern time), for the purposes set out in the accompanying notice of meeting (the "**Notice of Meeting**"). References in this Circular to the Meeting include any adjournment(s) or postponement(s) thereof.

Unless otherwise stated, the information contained in this Circular is current as at March 15, 2018. The record date for the Meeting is March 12, 2018. The Record Date is the date for determining the Shareholders entitled to receive notice of, and to vote at, the Meeting.

Executed forms of proxy for Brio Gold must be received by AST Trust Company (Canada), the transfer agent of the Company, by 5:00 p.m. (Eastern time) on April 10, 2018 or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting. Proxies may also be delivered by fax to AST Trust Company (Canada) at 1-866-781-3111, or may be scanned and sent by email to proxyvote@astfinancial.com.

This proxy solicitation is made on behalf of the management of Brio Gold. It is expected that the solicitation of proxies will be made primarily by mail and supplemented by telephone or other personal contact by directors, officers, employees and agents of the Company without special compensation. The costs of this proxy solicitation will be borne entirely by Brio Gold.

The persons named in the form of proxy are directors or officers of Brio Gold. Each Shareholder has the right to appoint a proxyholder other than the persons designated in the applicable instrument of proxy furnished by Brio Gold, who need not be a Shareholder, to attend and act for such Shareholder and on such Shareholder's behalf at the Meeting. To exercise such right, the name of the person designated by management should be crossed out and the name of the Shareholder's appointee should be legibly printed in the blank space provided.

Brio Gold urges Shareholders to review this Circular before voting.

1.2 Information Contained in this Circular

No person has been authorized to give information or to make any representations in connection with or with respect to the Arrangement other than those contained in this Circular. If given or made, any such information or representations should not be relied upon in making a decision as to how to vote on the Arrangement Resolution and should not be considered to have been authorized by Brio Gold or Leagold.

This Circular does not constitute the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under the "*Glossary of Terms*" attached as Appendix "A" to this Circular.

All summaries of, and references to, the Arrangement in this Circular are qualified in their entirety by reference to the complete text of the Plan of Arrangement, a copy of which is attached as Appendix "C" to this Circular, and to the Arrangement Agreement, a copy of which is available on Brio Gold's SEDAR profile at www.sedar.com. You are urged to carefully read the full text of the Plan of Arrangement and the Arrangement Agreement.

Shareholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection herewith.

THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

1.3 Notice to Securityholders in the United States

Brio Gold is a corporation organized and existing under the laws of the Province of Ontario and Leagold is a corporation continued under the laws of the Province of British Columbia. The solicitation of proxies and the transactions contemplated in this Circular are not subject to the proxy solicitation and disclosure requirements of Section 14(a) of the U.S. Exchange Act. Furthermore, the Leagold Shares, Consideration Warrants and Leagold Arrangement Options being issued to Brio Securityholders pursuant to the Arrangement have not been registered under the U.S. Securities Act, as they are being issued in reliance on the exemption from registration set forth in Section 3(a)(10) under the U.S. Securities Act (the "**3(a)(10) Exemption**") on the basis of approval of the Court, which will consider, among other things, the procedural and substantive fairness of the terms and conditions of the Arrangement to Brio Securityholders. Furthermore, the solicitation of proxies is being made, and the transactions contemplated herein are being undertaken, by a Canadian issuer in accordance with applicable Canadian corporate and Securities Laws, and this Circular has been prepared in accordance with the disclosure requirements applicable in Canada. Brio Securityholders in the United States ("**U.S. Securityholders**") should be aware that disclosure requirements under Canadian laws are different from those of the United States. U.S. Securityholders should also be aware that other requirements under Canadian laws may differ from those required under United States corporate and securities laws.

The 3(a)(10) Exemption is not available to exempt the issuance of Leagold Shares upon the exercise of the Leagold Arrangement Options and the Consideration Warrants. Such Leagold Shares have not been registered under the U.S. Securities Act or under applicable securities laws of any state of the United States. As a result, the Leagold Arrangement Options and the Consideration Warrants may not be exercised by, or for the account or benefit of, persons in the "United States" or "U.S. persons" (as such terms are defined in Regulation S) unless an exemption from the registration requirements of the U.S. Securities Act and all applicable securities laws of any state of United States is available. Any Leagold Shares issued pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resale imposed by the U.S. Securities Act.

The enforcement by shareholders of rights, claims and civil liabilities under the United States federal securities laws may be affected adversely by the fact that each of Brio Gold and Leagold are organized under the laws of a jurisdiction other than the United States, that some or all of their respective officers and directors or experts named herein, if any, are not residents of the United States and that all or substantial portions of the assets of Brio Gold and Leagold and such other persons are, or will be, located outside of the United States. As a result, you may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of federal securities laws of the United States or "blue sky" laws of any state within the United States. It may be difficult to compel such parties or affiliates of a non-U.S. company to subject themselves to the jurisdiction of a court in the United States or to enforce a judgment obtained from a court in the United States. In addition, U.S. Securityholders should not assume that the courts of Canada: (a) will enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

This Circular and the Arrangement have not been approved or disapproved by the United States Securities and Exchange Commission (the "SEC") or any other securities regulatory authority in any state of the United States, nor has the SEC or any securities regulatory authority in any state of the United States passed upon the fairness or merits of the Arrangement or upon the accuracy or adequacy of the information contained in this Circular. Any representation to the contrary is a criminal offence.

U.S. Securityholders should be aware that the disposition of their securities by them as described herein may have tax consequences both in the United States and in Canada. Such consequences for Shareholders may not be described fully herein. For a general discussion of certain tax considerations, see "*Certain Canadian Federal Income Tax Considerations*" and "*Certain United States Federal Income Tax Considerations*". Shareholders in the United States are advised to consult their independent tax advisors regarding the relevant federal, state, local and foreign tax consequences to them of participating in the Arrangement.

U.S. Securityholders should be aware that the financial statements and financial information of Brio Gold and Leagold are prepared in accordance with International Financial Reporting Standards and are subject to Canadian auditing and auditor independence standards, each of which differ in certain material aspects from United States generally accepted accounting principles and U.S. auditing and auditor independence standards and thus may not be comparable in all respects to financial statements and information of United States companies.

Likewise, information concerning the properties and operations of Brio Gold and Leagold has been prepared in accordance with Canadian standards, and may not be comparable to, and may differ in material respects from, similar information prepared in accordance with United States standards. In particular, disclosure of scientific or technical information in this Circular has been made in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("**NI 43-101**"). NI 43-101 is a rule developed by the Canadian Institute of Mining, Metallurgy and Petroleum and incorporated into a national instrument issued by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. The terms "resource", "measured resource", "indicated resource" and "inferred resource" are used in this Circular to comply with the reporting standards in Canada. There is a great amount of uncertainty as to the existence of "resource", "measured resource", "indicated resource" and "inferred resource", and great uncertainty as to their economic and legal feasibility. While "resource", "measured resource", "indicated resource" and "inferred resource" are recognized and required by Canadian regulations, these terms are not defined terms under standards established by the SEC and do not have the same meaning as terms that are defined in standards established by the SEC, such as "proved (measured) reserves" or "probable (indicated) reserves". Accordingly, information contained in this Circular concerning the properties and operations of Brio Gold and Leagold may not be comparable to similar information made public by United States companies subject to the reporting and disclosure requirements of the SEC. For example, under United States standards, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Shareholders are cautioned not to assume that all or any part of measured mineral resources or indicated mineral resources will ever be converted into mineral reserves or that all or any part of an inferred mineral resource exists or is economically or legally mineable. Shareholders are also cautioned not to assume that all or any part of measured mineral resources, indicated mineral resources or inferred mineral resources will ever be upgraded to a higher category. In accordance with Canadian rules, estimates of inferred mineral resources cannot form the basis of feasibility or other economic studies. In addition, the definitions of proven and probable mineral reserves used in NI 43-101 differ from SEC standards as set forth in SEC Industry Guide 7. Disclosure of "contained ounces" is permitted disclosure under Canadian regulations, however, the SEC normally only permits issuers to report mineralization that does not constitute reserves as in place tonnage and grade without reference to unit measures.

1.4 Cautionary Note Regarding Forward-Looking Statements

Certain information in this Circular, including the Appendices and the documents incorporated by reference herein and therein, may contain forward-looking statements within the meaning of applicable Securities Laws. Forward-looking statements are based on the opinions, assumptions and estimates of management of Brio Gold or management of Leagold, as applicable, considered reasonable at the date the statements are made, and are inherently subject to a variety of risks and uncertainties and other known and unknown factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Forward-looking statements are characterized by words such as "plan," "expect", "budget", "target", "project", "intend", "believe", "anticipate", "estimate" and other similar words, or statements that certain events or conditions "may" or "will" occur. These forward-looking statements include, but are not limited to, statements and information concerning: the Arrangement as contemplated by the Arrangement Agreement; the intentions, plans and future actions of Brio Gold and Leagold; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; the principal steps of the Arrangement; statements relating to the business and future activities of Brio Gold and Leagold after the date of this Circular and prior to the Effective Date and the activities of the combined company following the Effective Date; Shareholder approval of the Arrangement; Court approval and applicable regulatory and stock exchange approval of the Arrangement; market position, ability to compete and future financial or operational performance of the combined company following the Effective Date; anticipated developments in operations; environmental risks; strategies; future growth; planned exploration activities; adequacy of financial resources; and other events or conditions that may occur in the future. Statements concerning mineral resource estimates may also be deemed to constitute forward-looking information to the extent that they involve estimates of the mineralization that will be encountered if the property is developed.

In respect of the forward-looking statements and information concerning the anticipated benefits of the Arrangement and the anticipated timing for completion of the Arrangement, the Company and Leagold have provided such in reliance on certain assumptions that they believe are reasonable at this time, including assumptions as to the ability of the Parties to receive, in a timely manner and on satisfactory terms, the necessary regulatory, Court and shareholder approvals, including but not limited to the COFECE Approval; the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; and other expectations and assumptions concerning the Arrangement. In addition, the assumptions of the Company and Leagold are subject to significant business, economic and competitive uncertainties and contingencies, including: (i) that the Parties will complete the Arrangement in accordance with the terms and conditions of the Arrangement Agreement; (ii) the accuracy of the management of Brio Gold's assessment of the effects of the completion of the Arrangement; (iii) the integration of

Brio Gold and Leagold as planned; (iv) the accuracy of Brio Gold's and Leagold's mineral reserve and mineral resource estimates; (v) the continuing operation of the Fazenda Brasileiro Mine, the Pilar Mine, the RDM Mine, the Santa Luz Mine and the Los Filos Mine consistent with Brio Gold's and Leagold's current expectations; (vi) the listing of the Leagold Shares on the TSX; (vii) there being no significant political, legal or tax developments or changes, whether generally or in respect of the mining industry specifically, in any jurisdiction in which Brio Gold or Leagold now, or following completion of the Arrangement, carry on business which are not consistent with Brio Gold's or Leagold's current expectations; (viii) there being no significant disruptions affecting Brio Gold's or Leagold's current or future operations, whether due to labour disruptions, supply disruptions, power disruptions, damage to equipment or otherwise; (ix) that the exchange rate between the Canadian dollar, Mexican peso, Brazilian real and U.S. dollar will be approximately consistent with current levels; (x) Brio Gold's and Leagold's expectations and assumptions with respect to future growth of the combined company, including with respect to future growth in gold production; (xi) prices for natural gas, fuel oil, electricity and other key supplies remaining consistent with current level; (xii) production forecasts meeting expectations; (xiii) labour and material costs increasing on a basis consistent with Brio Gold's and Leagold's current expectations; and (xiv) the trading price of the Brio Shares and Leagold Shares. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this Circular.

Although the Company believes its forward-looking statements are reasonable, by their very nature, forward-looking statements involve inherent risks and uncertainties and there can be no assurance that actual results will be consistent with these forward-looking statements. Actual results could differ materially from those currently anticipated due to a number of factors and risks. Risks and uncertainties inherent in the nature of the Arrangement include the failure of the Parties to obtain the required approvals by the Brio Gold Shareholders and Leagold Shareholders, the Court and applicable government and regulatory authorities, the terms of those approvals, the risk that a condition to closing of the Arrangement may not be satisfied or waived, and the risk that if the Arrangement is not completed and the Company continues as an independent entity, that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion of the Arrangement could have an impact on the Company's current business relationships and could have a material adverse effect on the current and future operations, financial condition and prospects of the Company. Furthermore, the failure of the Company to comply with the terms of the Arrangement Agreement may, in certain circumstances, result in the Company being required to pay the Brio Expense Reimbursement, the result of which could have a material adverse effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations. Shareholders are cautioned that the foregoing list of factors is not exhaustive. Additional information about these and other risks and uncertainties may be found in this Circular under "*Risk Factors*". Additionally, risks and uncertainties concerning the Company, Leagold and the combined entity, are set out under the heading "*Cautionary Note Regarding Forward-Looking Information*" of the Annual Information Form of Brio Gold dated March 30, 2017 for the year ended December 31, 2016 and under the heading "*Forward-Looking Information*" of the Annual Information Form of Leagold dated June 30, 2017 for the year ended December 31, 2016.

There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Forward-looking statements are provided for the purpose of providing information about management's expectations and plans relating to the future. All forward-looking statements in this Circular are qualified by these cautionary statements. The forward-looking statements are made only as of the date on which such statements are or were made, and Brio Gold assumes no obligation to update or revise them to reflect new information or the occurrence of future events or circumstances, except as required by applicable law.

1.5 Currency

Unless otherwise stated, all dollar amounts in this Circular are expressed in U.S. dollars. References to "U.S. dollars", "USD" or "US$" are to United States dollars. References to "CAD" or "C$" are to Canadian dollars. As of March 12, 2018, the daily average exchange rate reported by the Bank of Canada was C$1.00 = US$0.77.

PART 2: SUMMARY

The following is a summary of certain information contained in this Circular. This summary is not intended to be complete and is provided for convenience only. It should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing or referred to elsewhere in this Circular, including the attached Appendices. Capitalized terms used in this summary are defined in Appendix "A" (*the Glossary of Terms*) *or elsewhere in this Circular. A copy of the Plan of Arrangement is attached as Appendix* "C" *to this Circular and a copy of the Arrangement Agreement is available on Brio Gold's SEDAR profile at www.sedar.com.*

2.1 The Meeting

The Meeting will be held at 10:00 a.m. (Eastern time) on April 12, 2018 at the offices of Davies Ward Phillips & Vineberg LLP at 155 Wellington Street West, Toronto, Ontario, M5V 3J7 for the purposes set forth in the Notice of Meeting. At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, the Arrangement Resolution to approve the Arrangement under section 182 of the OBCA.

The Company has set March 12, 2018 as the record date for determining those Shareholders entitled to receive notice of and to vote at the Meeting.

2.2 Shareholder Approval

The Board and the Special Committee recommend that Shareholders vote their Brio Shares **IN FAVOUR** of the Arrangement Resolution. To be effective, the Arrangement Resolution, the full text of which is set forth in Appendix "B" to this Circular, must be approved, with or without variation, by the affirmative vote of (a) at least two-thirds (66 2/3%) of the votes cast by Shareholders on the Arrangement Resolution, present in person at the Meeting or by proxy, and (b) a simple majority of the votes cast by the Shareholders present in person at the Meeting or by proxy, excluding the votes cast by such Shareholders who are required to be excluded pursuant to MI 61-101. To the knowledge of Brio Gold, only the votes attached to the Brio Shares owned by Gil Clausen, Lance Newman and Joseph Longpré will be excluded from the "majority of the minority" vote mandated by MI 61-101.

The Arrangement Resolution must be passed in order for Brio Gold to seek the Final Order and implement the Arrangement on the Effective Date. See "*The Arrangement – Shareholder Approval of the Arrangement*".

2.3 Effect of the Arrangement

If the Arrangement Resolution is passed and all other conditions to closing of the Arrangement are satisfied or waived, Leagold will acquire all of the issued and outstanding Brio Shares from Shareholders in exchange for 0.922 of a Leagold Share and 0.4 of a Consideration Warrant for each Brio Share held (other than Brio Shares that constitute Brio Restricted Stock, which will be exchanged as described under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*"), representing an implied consideration of approximately C$2.67 per Brio Share as at February 15, 2018, the trading day prior to the announcement of the Arrangement, consisting of C$2.57 in Leagold Share consideration based on the 20-day volume weighted average trading price of Leagold Shares on the TSX as at February 15, 2018 and approximately C$0.10 in additional warrant consideration. Each full Consideration Warrant will be exercisable to acquire one Leagold Share at a price of C$3.70 for a period of two years from the closing of the Arrangement. See "*The Arrangement – Description of the Arrangement – Plan of Arrangement*" for a more detailed description of the Consideration Warrants. Upon completion of the Arrangement, Brio Gold will become a wholly-owned subsidiary of Leagold. Assuming that Goldcorp does not exercise the Goldcorp Anti-Dilution Right in connection with the Arrangement, existing Shareholders are expected to own approximately 42% of the combined company. See "*The Arrangement – Description of the Arrangement – Plan of Arrangement*".

Information relating to Leagold is contained in Appendix "G" to this Circular.

2.4 Description of the Arrangement

If the Arrangement is approved by the Shareholders and all of the conditions precedent to the completion of the Arrangement are satisfied or waived, the Arrangement will become effective at the Effective Time (which is expected to be 12:01 a.m. (Toronto time) on the Effective Date).

Commencing at the Effective Time:

a) each Brio Share held by a Dissenting Shareholder shall be deemed to be transferred and assigned to the Company by the holder thereof;

b) the Cash Settled RSUs shall be deemed to have fully vested and each such Cash Settled RSU shall be transferred and surrendered to the Company in exchange for a cash payment;

c) Brio Gold will issue to the Shareholders in respect of each Brio Share held, one Brio Warrant, which Brio Warrant will be issued for no consideration and will be deemed to have been acquired at no cost;

d) the amalgamation of Amalgamation Sub and Brio Gold shall occur as more fully described in the Plan of Arrangement, upon which:

i. each Amalgamation Sub Share outstanding immediately prior to the Effective Time shall be exchanged for one Amalco Share and the Amalgamation Sub Shares will be cancelled;
ii. the issued and outstanding Brio Shares and the Brio Warrants (other than those Brio Warrants that were issued in respect of Brio Restricted Stock) will be exchanged for Leagold Shares and Consideration Warrants, respectively, which will be issued in the amounts of 0.922 of a Leagold Share for each whole Brio Share held and 0.4 of a Consideration Warrant for each whole Brio Warrant held, and such Brio Shares and Brio Warrants will be cancelled;
iii. each issued and outstanding Brio Warrant issued in respect of a Brio Share that was formerly Brio Restricted Stock will be exchanged for such number of Leagold Shares that is equal to the number of such Brio Warrants multiplied by the Incremental Warrant Exchange Factor and such Brio Warrants will be cancelled;
iv. in consideration for such Leagold Shares and Consideration Warrants issued by Leagold, Amalco will issue to Leagold one Amalco Share; and
v. each Brio Option outstanding immediately prior to the Effective Time shall be deemed to have fully vested and each such Brio Option shall be exchanged for a Leagold Arrangement Option; with such Leagold Arrangement Option having a per share exercise price equal to the exercise price of such Brio Option divided by the Adjusted Exchange Factor, and with the number of Leagold Shares subject to such Leagold Arrangement Option being determined by multiplying the number of Leagold Arrangement Options by the Adjusted Exchange Factor;

e) each unvested Brio RSU and Brio DSU outstanding immediately prior to the Effective Time shall be deemed to have fully vested and each such Brio RSU, Brio DSU and the Remaining Historical RSUs shall be transferred and surrendered to Leagold in exchange for such number of Leagold Shares that is equal to the number of Brio RSUs, Brio DSUs and Remaining Historical RSUs so transferred and surrendered multiplied by the Adjusted Exchange Factor; and

f) the Brio Incentive Plan shall be terminated and of no further force and effect.

The above description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Appendix "C" to this Circular. See "*The Arrangement – Description of the Arrangement – Plan of Arrangement*".

2.5 The Parties

2.5.1 Brio Gold

Brio Gold is a mid-tier Canadian mining company with significant gold producing, development and exploration stage properties in Brazil. Brio Gold's portfolio includes three operating gold mines and a fully-permitted, fully-constructed mine that was on care and maintenance and currently is in development to be re-started. Brio Gold is expected to produce 205,000 to 235,000 ounces of gold in 2018 and at full run-rate is expected to produce approximately 400,000 ounces of gold annually in 2019.

2.5.2 Leagold

Leagold is building a new mid-tier gold producer with a focus on opportunities in Latin America. Leagold is based in Vancouver, Canada, is listed on the TSX under the trading symbol "LMC" and trades on the OTCQX market as "LMCNF". Leagold's 2017 acquisition of the Los Filos mine, a low-cost gold producer in Mexico, provides an excellent platform for growth.

2.6 Fairness Opinion

National Bank Financial Inc. has provided the Fairness Opinion to the Special Committee and the Board. The Fairness Opinion concluded that, as of the date of such opinion and based on and subject to the scope of review, assumptions, limitations and qualifications set forth therein, the consideration payable to the Shareholders under the Arrangement is fair, from a financial point of view, to the Shareholders (other than Yamana). This summary of the Fairness Opinion is qualified in its entirety by reference to the full text of the Fairness Opinion attached as Appendix "F" to this Circular. Shareholders should read the Fairness Opinion carefully in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the reviews undertaken. The Fairness Opinion was provided to the Special Committee and the Board in connection with their evaluation of the

Arrangement. As such, the Fairness Opinion does not constitute a recommendation as to how any Shareholder should vote with respect to the Arrangement Resolution. See "*The Arrangement – Fairness Opinion*".

2.7 Recommendation of the Board and of the Special Committee

The Board and the Special Committee unanimously determined that the Arrangement and the Consideration Securities to be received by the Shareholders are fair to the Shareholders and that the Arrangement is in the best interests of Brio Gold and the Shareholders. Accordingly, the Company has entered into the Arrangement Agreement and the Board and the Special Committee unanimously recommend that Shareholders vote their Brio Shares IN FAVOUR of the Arrangement Resolution.

See "*The Arrangement – Recommendations*".

2.7.1 Reasons for the Recommendations

In unanimously determining that the Arrangement is in the best interests of the Company, and recommending to Shareholders that they approve the Arrangement, the Special Committee and the Board considered a number of factors, including:

1. Attractive Upfront Premium. The Consideration Securities imply a consideration of approximately C$2.67 per Brio Share as at February 15, 2018, the trading day prior to the announcement of the Arrangement, consisting of C$2.57 in Leagold Share consideration based on the 20-day volume weighted average trading price of Leagold Shares on the TSX as at February 15, 2018 and approximately C$0.10 in additional warrant consideration and represented a 51% premium to Brio Gold's closing share price on the TSX on January 22, 2018, the trading day prior to Leagold's announcement of its intention to commence a take-over bid for Brio Gold.

2. Ongoing Ownership in a New Leading Intermediate Precious Metals Producer. Shareholders will receive an approximate 42% ownership interest in the combined entity post-Arrangement (assuming that Goldcorp does not exercise the Goldcorp Anti-Dilution Right in connection with the Arrangement), which is expected to produce approximately 447,500 ounces of gold in 2018, with potential for growth to over 700,000 ounces by 2020.

3. Strengthened Growth Profile. The combined company will have a peer-leading production growth profile, with potential to increase production to over 700,000 ounces per year in 2020 through the restart of Brio Gold's fully-constructed Santa Luz mine and the addition of Leagold's Bermejal Underground project.

4. Diversified Asset Portfolio. There will be production from four operating mines in Brazil and Mexico, each with significant organic growth opportunities, and near-term expansion to five producing assets through the restart of Brio Gold's Santa Luz mine in Brazil.

5. Enhanced Capital Markets Profile and Liquidity. The combined company will have a broadened shareholder base, will have an increased public float and will benefit from increased trading liquidity and institutional investor interest.

6. Significant Re-Rating Potential. With a diversified portfolio of producing assets in the Americas and near-term growth opportunities backed by a strong balance sheet and a proven management team, the combined company is well positioned for a re-rating, to the benefit of Shareholders.

7. Process to Maximize Shareholder Value. Prior to entering into the Arrangement Agreement, the Board regularly evaluated business and strategic opportunities with the objective of maximizing Shareholder value in a manner consistent with the best interests of the Company. The Board, with the assistance of its financial and legal advisors, assessed the alternatives reasonably available to the Company, including the potential risks, rewards and uncertainties associated with such alternatives, and determined that the Arrangement represents the best current prospect for maximizing Shareholder value.

8. Arm's Length Negotiations. The terms of the Arrangement and the Arrangement Agreement are the result of arm's length negotiations between the Company and Leagold. The Board also considered that the Arrangement and the Arrangement Agreement were unanimously recommended by the Special Committee, consisting of independent directors.

9. Fairness Opinion. The Fairness Opinion, delivered by National Bank Financial Inc. to the Special Committee and the Board, provides that, based upon and subject to the scope of review, assumptions, limitations and qualifications set forth therein, National Bank Financial Inc. is of the opinion that, as of the date of such opinion, the consideration payable to the Shareholders under the Arrangement is fair, from a financial point of view, to the Shareholders (other than Yamana).

10. Current Conditions of the Parties. The respective financial condition, results of operations, businesses, plans and prospects of the Company and Leagold and current industry, economic, market and regulatory conditions were considered. The Company's management, in consultation with its financial and legal advisors, engaged in discussions regarding Leagold's business, results of operations, financial and market position, and the Company's management's expectations concerning Leagold's future prospects, and historical and current share trading prices and volumes of Leagold Shares and has determined that the Arrangement is in the best interests of the Company.

11. Shareholder Approval. The Arrangement Resolution must receive an affirmative vote of: (i) at least two-thirds (66 2/3%) of the votes cast by Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, and (ii) a simple majority of the votes cast by the Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101.

12. Regulatory Approval. The Arrangement must be approved by the Court, which will consider, among other things, the reasonableness and fairness of the Arrangement to Shareholders.

13. Dissent Rights. Any registered Shareholder who opposes the Arrangement may, on strict compliance with certain conditions, exercise its Dissent Rights and receive the fair value of its Brio Shares in accordance with the Plan of Arrangement.

14. Limited Conditions to Closing. Leagold's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances and the completion of the Arrangement is not subject to any financing condition.

15. Ability to Accept a Superior Proposal. The Arrangement Agreement does not prevent a third party from making an unsolicited Acquisition Proposal. Subject to compliance with the terms of the Arrangement Agreement, the Board is not precluded from considering and responding to an unsolicited Acquisition Proposal that constitutes a Superior Proposal, or could reasonably be expected to lead to a Superior Proposal, at any time prior to the approval of the Arrangement Resolution, and in the event that a Superior Proposal is made and not matched by Leagold, the Company may enter into an acquisition agreement with the third party making the Superior Proposal and the Board may change its recommendation in respect of the Arrangement, and in the event the Arrangement Resolution is not approved by the Shareholders, upon payment by the Company of the Brio Expense Reimbursement, the Arrangement Agreement may be terminated by the Company.

16. Expense Reimbursements. The Brio Expense Reimbursement of US$3,000,000 is payable by the Company to Leagold if the Arrangement is not completed under certain circumstances, and is otherwise appropriate in the circumstances as an inducement for Leagold to enter into the Arrangement Agreement. In the view of the Special Committee, the Brio Expense Reimbursement would not preclude a third party from potentially making a Superior Proposal. The Leagold Expense Reimbursement of US$3,000,000 is payable by Leagold to the Company if the Arrangement is not completed under certain circumstances.

17. Experienced Management Team. Leagold has a strong operating team in place, with experience in mine building and optimizing operations. Leagold's management team has successfully acquired and integrated mines with an organizational approach that emphasizes each mine operating on a profit-center basis. The extensive strategic, operating and financial experience from both the Company and Leagold is expected to allow the resulting entity to successfully manage a wider variety of mines and growth projects on a global basis. In addition, Leagold is expected to appoint Gil Clausen to the Leagold Board who will provide significant finance, operational and development experience and expertise to the Leagold Board with specific knowledge and familiarity of Brio Gold's assets.

18. Support of the Arrangement. The Arrangement is supported by all of the Company's directors and certain of its senior officers and its most significant Shareholder, being Yamana, each of whom has entered into a Support Agreement, representing in aggregate approximately 57.3% of the Brio Shares (other than Brio Shares that constitute Brio Restricted Stock). The Support Agreements with the Company's directors and certain of its senior officers terminate in the event the Arrangement Agreement is terminated. Yamana may terminate its Support Agreement in order to accept a superior offer, subject to a right to match in favour of Leagold.

The Special Committee and the Board also considered a number of potential risks and potentially negative aspects relating to the Arrangement, including the following:

1. Goldcorp's Anti-Dilution Rights. If Goldcorp exercises the Goldcorp Anti-Dilution Right with respect to the issuance of Leagold equity in connection with the Arrangement, this will impact the percentage of the combined entity Shareholders are expected to own.

2. Yamana Support Agreement. Yamana, which holds approximately 54% of the Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) has entered into a Support Agreement with Leagold pursuant to which it has agreed to vote in favour of the Arrangement Resolution, provided however, that Yamana may terminate the Support Agreement in order to accept a superior offer, subject to a right to match in favour of Leagold. Yamana may have a different view than the Board regarding whether an Acquisition Proposal made by a third party constitutes a superior offer, with the result that Yamana may, subject to the terms of the Support Agreement, elect to terminate the support agreement in circumstances where the Board does not believe such proposal is a Superior Proposal for purposes of the Arrangement Agreement. In addition, the Board may determine that an Acquisition Proposal is a Superior Proposal and change its recommendation in respect of the Arrangement but Yamana may elect to not terminate, or may not be entitled to terminate, the Support Agreement.

3. Risks to the Business of Non-Completion. There are risks to the Company if the Arrangement is not completed, including the costs incurred in proceeding towards completion of the Arrangement and the diversion of management's attention away from the conduct of the Company's business in the ordinary course.

4. Value of Shares. The Leagold Shares issued pursuant to the Arrangement may have a market value different than the market value of the Leagold Shares at the time of announcement of the Arrangement.

5. Risk of Termination if Conditions are not Fulfilled. There are certain conditions to Leagold's obligation to complete the Arrangement and Leagold has the right to terminate the Arrangement Agreement under certain limited circumstances.

6. Integration Risk. Following completion of the Arrangement, the resulting entity may not realize the benefits of its new projects, may be subject to significant operating risks associated with its expanded operations and portfolio of projects, and may not realize the benefits currently anticipated due to potential challenges associated with integrating the operations and personnel of the Company.

7. Interim Operating Covenants. The restrictions on the conduct of the Company's business prior to the consummation of the Arrangement requiring the Company to conduct its business in the ordinary course and preventing the Company from taking certain specified actions may delay or prevent the Company from undertaking business opportunities pending the consummation of the Arrangement.

See "*The Arrangement – Recommendations*".

2.8 Letter of Transmittal

Enclosed with this Circular being delivered to registered Shareholders is a Letter of Transmittal which, when properly completed and duly executed and returned together with the certificate(s) representing the Brio Shares and all other required documents, will enable each registered Shareholder (other than Dissenting Shareholders) to obtain the consideration to which such Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal contains complete instructions on how to exchange the Brio Share Certificate(s) or DRS Statement(s) for the consideration under the Arrangement. A registered Shareholder will not receive the consideration under the Arrangement until after the Arrangement is completed and the registered Shareholder has returned its properly completed documents, including the Letter of Transmittal, to the Depositary. It is recommended that registered Shareholders (other than holders of Brio Restricted Stock) complete, sign and return

the Letter of Transmittal with accompanying Brio Share Certificate(s), DRS Statement(s) or other documents and instruments as would be required to effect the transfer of the securities to the Depositary as soon as possible.

Please see "*The Arrangement – Consideration and Procedure for Exchange of Certificates by Shareholders*" for more information on the process for Shareholders to exchange their Brio Shares for Leagold Shares and Consideration Warrants pursuant to the Arrangement.

2.9 Support Agreements

Each of the directors and Named Executive Officers of the Company holding approximately 3.3% of the outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018 have entered into Support Agreements with Leagold and the Company pursuant to which, among other things, they have agreed to vote or cause to be voted all of their Brio Shares in favour of the Arrangement Resolution. The Support Agreements with the directors and the Named Executive Officers terminate in the event the Arrangement Agreement is terminated in accordance with its terms. Each director and Named Executive Officer intends to vote all Brio Shares held by him or her in favour of the Arrangement Resolution.

Yamana, which held approximately 54% of the outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018, entered into a Support Agreement, as amended by an amending agreement dated February 12, 2018, with Leagold prior to the announcement of Leagold's offer to acquire Brio Gold and the entering into of the Arrangement Agreement, pursuant to which, among other things, Yamana agreed to vote or cause to be voted its Brio Shares in favour of the Arrangement Resolution. Yamana may terminate its support agreement in order to accept a superior offer, subject to a right to match in favour of Leagold.

See "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders*".

2.10 Procedure for the Arrangement to Become Effective

2.10.1 Procedural Steps

The Arrangement will be implemented by way of a court approved plan of arrangement under the OBCA, pursuant to the terms of the Arrangement Agreement. The following procedural steps must be taken in order for the Arrangement to become effective:

1. the Arrangement must be approved by the Shareholders in the manner set forth in the Interim Order;

2. the Court must grant the Final Order approving the Arrangement;

3. all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and

4. the Final Order and Articles of Arrangement, in the form prescribed by the OBCA, must be filed with the Director under the OBCA.

2.10.2 Shareholder Approval

At the Meeting, Shareholders will be asked to approve the Arrangement Resolution. The Arrangement Resolution must be approved as summarized above in "*Summary – Shareholder Approval*".

2.10.3 Court Approval

This Arrangement requires approval by the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters. A copy of the Interim Order is attached as Appendix "D" to this Circular.

Subject to the approval of the Arrangement Resolution by the Shareholders at the Meeting, the Company will make an application to the Court for the Final Order. The hearing in respect of the Final Order is expected to take place on or about April 17, 2018 in the Court at 330 University Avenue, Toronto, Ontario or as soon thereafter as is reasonably practicable. On the application, the Court will consider the fairness of the Arrangement. See "*The Arrangement – Court Approval and Completion of the Arrangement*".

2.10.4 Conditions Precedent

The completion of the Arrangement is also subject to the receipt of approval ("**COFECE Approval**") from the Comisión Federal de Competencia Económica (or the Federal Economic Competition Commission) of Mexico ("**COFECE**") and the necessary conditional approvals or equivalent approvals, as the case may be, of the TSX, which approvals are described in more detail under "*The Arrangement – Securities Law & Regulatory Matters*". The Arrangement is also subject to a number of conditions being satisfied or waived by one or both of the Company and Leagold, at or prior to the Effective Time. See "*The Arrangement Agreement – Conditions Precedent*".

2.11 Interests of Certain Persons in the Arrangement

In considering the Arrangement and the recommendations of the Special Committee and the Board with respect to the Arrangement, Shareholders should be aware that certain directors and executive officers of Brio Gold have certain interests in connection with the transactions contemplated by the Arrangement, that are, or may be, different from, or in addition to, the interests of other Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board and the Special Committee are aware of these interests and considered them along with the other matters described in "*The Arrangement – Recommendations – Reasons for the Recommendations*".

See "*The Arrangement – Interests of Certain Persons in the Arrangement*".

2.12 The Arrangement Agreement

The Arrangement Agreement provides for the Arrangement and matters related thereto. Under the Arrangement Agreement, Brio Gold has agreed to, among other things, call the Meeting to seek approval of the Shareholders for the Arrangement Resolution and, if approved, apply to the Court for the Final Order. See "*The Arrangement Agreement*" for a summary of certain terms of the Arrangement Agreement, which is qualified in its entirety by the full text of the Arrangement Agreement available on Brio Gold's SEDAR profile at www.sedar.com.

2.13 Dissent Rights

Pursuant to the Interim Order, a registered Shareholder may dissent in respect of the Arrangement Resolution substantially in the manner provided in section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement. If the Arrangement is completed, Dissenting Shareholders who have completed the procedures set forth in the OBCA (as modified by the Interim Order and Plan of Arrangement) will be entitled to be paid the fair value of their Brio Shares. A summary of the dissent procedure is included in this Circular, which is qualified entirely by reference to the full text of the Interim Order, a copy of which is attached as Appendix "D" to this Circular, the Plan of Arrangement, a copy of which is attached as Appendix "C" to this Circular and the text of section 185 of the OBCA as set out in Appendix "E" to this Circular. Failure to adhere strictly to the requirements set forth in section 185 of the OBCA (as modified by the Interim Order and the Plan of Arrangement) may result in the loss or unavailability of any Dissent Rights.

2.14 Stock Exchange Listing

It is intended that the Brio Shares will be de-listed from the TSX after the Effective Date. See "*Effect of the Arrangement on Markets and Listings*".

2.15 Certain Tax Consequences of the Arrangement

This Circular contains a summary of certain tax considerations generally applicable to certain Shareholders who dispose of Brio Shares under the Arrangement. See the discussions under the sections of this Circular entitled "*Certain Canadian Federal Income Tax Considerations*" and "*Certain United States Federal Income Tax Considerations*". Shareholders should consult their own tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements.

2.16 Risk Factors

There are a number of risk factors relating to the Arrangement, all of which should be carefully considered by Shareholders. See "*Risk Factors*".

PART 3: Q&A ABOUT THE ARRANGEMENT AND THE MEETING

Q. Who is soliciting my proxy?

A. Proxies are being solicited in connection with this Circular by management of the Company.

Q. What am I voting on?

A. You are being asked to consider and vote on the Arrangement Resolution approving the Arrangement, which, among other things, and if all other conditions are satisfied or waived, will result in the acquisition by Leagold of all of the outstanding Brio Shares.

Q. How can I vote?

A. If you are a registered Shareholder as of the close of business on the record date for the Meeting, you may vote in person by attending the Meeting or, to ensure your Brio Shares are represented at the meeting, you may vote by proxy. If you hold Brio Shares in "street name" through a stock brokerage account or through an Intermediary, please follow the voting instructions provided by your Intermediary to ensure that your Brio Shares are represented at the Meeting.

Please carefully review the information contained below under "*Voting Information*" for further information and instruction on how you can vote.

Q. What will I receive under the Arrangement?

A. If the Arrangement is completed, Shareholders will receive 0.922 of a Leagold Share and 0.4 of a Consideration Warrant in exchange for each Brio Share held by such Shareholder (other than Brio Shares that constitute Brio Restricted Stock, which will be exchanged as described under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*"). Brio Gold Shareholders will therefore become Leagold Shareholders once the Arrangement is completed.

For information on receiving the consideration payable under the Arrangement, see "*The Arrangement – Consideration and Procedure for Exchange of Certificates by Shareholders*".

Q. When will the Arrangement become effective?

A. Subject to obtaining Court, regulatory and other approvals, as well as the satisfaction of all other conditions precedent, if Shareholders approve the Arrangement Resolution it is anticipated that the Arrangement will be completed in Q2 2018.

Q. What approvals are required for the Arrangement to be completed?

A. In order for the Arrangement to be completed, the Arrangement Resolution must receive an affirmative vote of: (i) at least two-thirds (66 2/3%) of the votes cast by Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, and (ii) a simple majority of the votes cast by the Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101. To the knowledge of the Company, only the votes attached to the Brio Shares owned by Gil Clausen, Lance Newman and Joseph Longpré, each an officer of the Company, will be excluded from the "majority of the minority" vote mandated by MI 61-101.

In addition to Shareholder approval of the Arrangement Resolution, the Arrangement is conditional upon obtaining certain regulatory and Court approvals as well as the satisfaction of certain other closing conditions. See the sections of this Circular entitled "*The Arrangement Agreement — Conditions Precedent" and "The Arrangement — Securities Law and Regulatory Matters*".

Q. Are Shareholders entitled to Dissent Rights?

A. Yes. Under the Interim Order, registered Shareholders are entitled to Dissent Rights only if they follow the specific procedures contained in the OBCA (as modified by the Plan of Arrangement and the Interim

Order). If you wish to exercise Dissent Rights, you should review the requirements summarized in the Circular carefully and consult with legal counsel. See "*Dissenting Shareholders' Rights*".

Q. Who is entitled to vote at the Meeting?

A. Only Brio Gold Shareholders (other than holders of Brio Shares that constitute Brio Restricted Stock) as of 5:00 p.m. (Eastern time) on the Record Date will be entitled to receive notice of and vote at the Meeting, or any adjournment or postponement thereof.

Q. How does the Board and the Special Committee recommend that I vote?

A. The Board and the Special Committee have unanimously determined that the Arrangement is in the best interests of the Company and the Shareholders, that the consideration being offered to the Shareholders pursuant to the Arrangement is fair to the Shareholders, and that the Company should enter into the Arrangement Agreement. The Board and the Special Committee unanimously recommend that Shareholders vote **IN FAVOUR** of the Arrangement Resolution.

Q. How many votes do I have and how many shares are entitled to vote?

A. You are entitled to one vote for each Brio Share (other than Brio Shares that constitute Brio Restricted Stock) that you owned as of the close of business on the Record Date. As of March 12, 2018, there were 116,791,626 outstanding Brio Shares (other than Brio Restricted Stock). Except as noted below, to the knowledge of the directors and executive officers of Brio Gold, as at March 12, 2018, no person or company beneficially owned, or controlled or directed, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of Brio Gold. According to public filings, as at March 12, 2018, Yamana had control over 63,032,488 Brio Shares, which represents 54% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock).

Q: Have any Shareholders indicated their support for the Arrangement?

A. Yes. Certain Shareholders, including Yamana and each of the directors and certain officers of the Company, representing in aggregate approximately 57.3% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock), have entered into Support Agreements with Leagold to vote their Brio Shares in favour of the Arrangement Resolution. See "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders*".

PART 4: VOTING INFORMATION

4.1 Voting Matters

At the Meeting, Shareholders will be voting on the Arrangement Resolution with respect to the Arrangement pursuant to section 182 of the OBCA, pursuant to which, if the Arrangement is completed, Leagold will acquire all of the Brio Shares in consideration for 0.922 of a Leagold Share and 0.4 of a Consideration Warrant for each Brio Share held (other than Brio Shares that constitute Brio Restricted Stock, which will be exchanged as described under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*").

4.2 Voting Process – Registered Shareholders

4.2.1 Voting by Proxy

A form of proxy will accompany the Notice of Meeting sent to registered Shareholders. The persons named in the form of proxy are officers and/or directors of Brio Gold. Registered Shareholders at the close of business on March 12, 2018 may vote in person at the Meeting, or by proxy as follows:

By mail, fax or email: Complete and sign the form of proxy and return it to AST Trust Company (Canada), Proxy Department, P.O. Box 721, Agincourt, ON M1S 0A1 using the enclosed business reply envelope, or fax it to 1-866-781-3111 (toll-free in Canada and the United States) or 416-368-2502 or scan and send it to proxyvote@astfinancial.com. If you return your proxy by mail, fax or email, you can appoint another person, other than the person named in the form of proxy, who need not be a Shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided in the form of proxy and striking out the name of the person listed in the form of proxy. Complete your voting instructions and date and sign the form. Make sure the person you appoint

is aware that he or she has been appointed, and attends the Meeting. If you appoint a person (other than the persons named in the form of proxy) to represent you at the Meeting, that person must attend the Meeting for your Brio Shares to be voted.

By appointing another person to attend in person:

A Shareholder can appoint another person, other than the person named in the form of proxy, who need not be a Shareholder, to represent such Shareholder at the Meeting by inserting such person's name in the blank space provided in the form of proxy and striking out the name of the person listed in the form of proxy, or by completing another proper form of proxy. A Shareholder appointing a proxy holder may indicate the manner in which the appointed proxy holder is to vote regarding any specific item by checking the space opposite the item on the proxy. If the Shareholder giving the proxy wishes to confer discretionary authority regarding any item of business, the space opposite the item should be left blank. The Brio Shares represented by the proxy submitted by a Shareholder will be voted or withheld from voting in accordance with the directions, if any, given in the proxy.

The deadline for receiving duly completed and executed forms of proxy is by 5:00 p.m. (Eastern time) on April 10, 2018, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting. The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

4.2.2 Revocation of Proxies

A proxy given by a registered Shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. Any such instrument revoking a proxy must be deposited at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement thereof or be deposited with the Chair of the Meeting on the day of the Meeting, or any adjournment or postponement thereof. If the instrument of revocation is deposited with the Chair on the day of the Meeting or any adjournment or postponement thereof, the instrument will not be effective with respect to any matter on which a vote has already been cast pursuant to such proxy.

4.2.3 Exercise of Discretion by Proxies

The persons named in the form of proxy will vote (or, if applicable, withhold from voting) the Brio Shares in respect of which they are appointed in accordance with the direction of the Shareholders appointing them. If the Shareholder specifies a choice with respect to any matter to be acted upon, the Shareholder's Brio Shares will be voted accordingly. **In the absence of such direction, the relevant Brio Shares will be voted FOR the Arrangement Resolution described below by the persons named in the enclosed instrument of proxy.**

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting in such manner as the nominee in his or her judgment may determine. At the date hereof, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

4.3 Voting Process – Non-Registered Shareholders

Only registered Shareholders as of the close of business on the Record Date or the persons they appoint as their proxy holders are permitted to vote at the Meeting. Many Shareholders are "non-registered" shareholders ("**Non-Registered Shareholders**") because the Brio Shares they beneficially own are not registered in their names but are instead either (i) registered in the name of an Intermediary that the Non-Registered Shareholder deals with in respect of the Brio Shares, such as, among others, brokerage firms, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans, or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant.

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*, Brio Gold is distributing copies of the Notice of Meeting and this Circular (collectively, the "**Meeting Materials**") to the clearing agencies and Intermediaries who are required to send them to Non-Registered Shareholders.

The Intermediaries are required to send the Meeting Materials to Non-Registered Shareholders unless any such Non-Registered Shareholder has waived the right to receive them. The Intermediaries very often delegate this duty to companies which will send the documents related to the Meeting to Non-Registered Shareholders. As a rule, a Non-Registered Shareholder who has not waived his, her or its right to receive documents related to the Meeting will:

a) be provided with a form of proxy that has already been signed by the Intermediary (typically, the form is sent by fax with the Intermediary's signature stamped on it), which only pertains to the number of Brio Shares beneficially held by the Non-Registered Shareholder, who must fill in the blank sections therein. This form of proxy is not required to be signed by the Non-Registered Shareholder. In such a case, the Non-Registered Shareholder who wishes to submit a form of proxy should carefully follow the instructions of his, her or its Intermediary, including those regarding when and where the completed proxy is to be delivered; or
b) more typically, be provided with a voting instruction form that he, she or it is required to fill out and sign in accordance with the instructions contained therein (such a voting instruction form may, in some cases, be completed by telephone).

Since only registered Shareholders and their proxies may attend and vote at the Meeting, if a Non-Registered Shareholder attends the Meeting, Brio Gold will have no record of such Non-Registered Shareholder's shareholdings or entitlement to vote, unless the Non-Registered Shareholder's nominee has appointed the Non-Registered Shareholder as proxyholder. Therefore, a Non-Registered Shareholder who receives one of the above forms and wishes to vote at the Meeting in person (or have another person attend and vote on behalf of such Non-Registered Shareholder) should strike out the names of the persons listed and insert his, her or its name or such other person's name in the blank space provided. In either case, **Non-Registered Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or voting instruction form is to be delivered.**

A Non-Registered Shareholder may revoke a voting instruction form given to an Intermediary by contacting the Intermediary through which the Non-Registered Shareholder's Brio Shares are held and following the instructions of the Intermediary respecting the revocation of voting instruction forms. In order to ensure that an Intermediary acts upon a revocation of a voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

4.4 Voting Securities and Principal Shareholders

The Record Date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting is March 12, 2018. Each registered Shareholder (other than holders of Brio Shares that constitute Brio Restricted Stock) on the Record Date will be entitled to vote at the Meeting or any adjourned or postponed Meeting. As at the close of business on the Record Date, 116,791,626 Brio Shares were issued and outstanding (other than Brio Restricted Stock). Each Brio Share entitles the holder to one vote on all matters to be acted on at the Meeting. Brio Restricted Stock do not entitle holders to vote on any matter to be acted on at the Meeting

The quorum at the Meeting shall be at least two (2) persons present in person, each being a Shareholder entitled to vote thereat or a duly appointed proxy or proxyholder for an absent Shareholder so entitled, holding or representing in the aggregate not less than 33 1/3% of the Brio Shares enjoying voting rights at the Meeting.

Except as noted below, to the knowledge of the directors and executive officers of Brio Gold, as at March 12, 2018, no person or company beneficially owned, or controlled or directed, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of Brio Gold. According to public filings with the Canadian securities regulatory authorities, as at March 12, 2018, Yamana Gold Inc. had control over 63,032,488 Brio Shares, which represents 54% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) or 52.1% on a fully diluted basis.

PART 5: THE ARRANGEMENT

The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is available on Brio Gold's SEDAR profile at www.sedar.com and the Plan of Arrangement, which is attached as Appendix "C" to this Circular.

5.1 Background to the Arrangement

The decision of the Board to unanimously approve the Arrangement and to recommend to Shareholders to vote in favour of the Arrangement Resolution is the culmination of a series of events and negotiations. The following is a summary of the material events, meetings, discussions and negotiations leading up to the execution and public announcement of the entering into the Arrangement Agreement.

The Board regularly evaluates the strategic direction of the Company and has been considering strategic alternatives available to the Company. In addition, the Company has from time to time engaged in discussions with various parties exploring possible strategic transactions in response to in-bound approaches to the Company by such parties.

In response to a proposal for a strategic transaction made by a third party, a special committee of independent directors, comprised of Sarah Strunk (Chair), John Gravelle and William Washington, was formed by the Board on December 10, 2017. The Company formally engaged CIBC World Markets Inc. and National Bank Financial Inc., as co-financial advisors, in December 2017 to assist it in reviewing and considering strategic alternatives. National Bank Financial Inc. was also engaged to provide the Board and the Special Committee with its opinion as to the fairness, from a financial point of view, of the consideration to be received by the Shareholders (other than Yamana) under any applicable transaction.

In December of 2017, Leagold approached the Company to explore discussions regarding a potential transaction.

Throughout December 2017 and January 2018, the Company and Yamana engaged in discussions with the third party regarding a potential merger transaction. The Company did not engage in discussions with Leagold at this time due to exclusivity obligations in favour of the third party.

On January 23, 2018, Leagold publicly announced its intention to commence a take-over bid for all of the outstanding Brio Shares in consideration for 0.922 of a Leagold Share for each Brio Share, which was supported by Yamana. Later that day, Brio Gold issued a press release in response to Leagold's announcement urging its Shareholders not to take any action or make any decision with regard to Leagold's proposed offer until the Board had the opportunity to fully review the Leagold offer and to make a recommendation as to its merits. Following the announcement of Leagold's intention to commence a take-over bid for all of the outstanding Brio Shares, Brio Gold and its Financial Advisors, under the direction of the Special Committee, had discussions with several third parties, including the third party that Brio Gold had been engaged in discussions with in December 2017 and January 2018, in respect of alternative strategic transactions.

On February 1, 2018, Gil Clausen, President and CEO of the Company, under the direction of the Special Committee, reached out to the CEO of Leagold, Neil Woodyer, to establish a line of communication between Leagold and Brio Gold. The following day, Mr. Clausen and Mr. Woodyer had a discussion on the intentions of Leagold with respect to the proposed take-over bid and Brio Gold's position on the proposed take-over bid.

This discussion was followed by the delivery on February 6, 2018 of a proposal letter from Leagold addressed to Sarah Strunk, Chair of the Board, and Mr. Clausen. The proposal letter indicated that Leagold wished to convert the unsolicited bid process into a friendly combination by way of a plan of arrangement providing for increased consideration comprised of 0.922 of a Leagold Share and the addition of 0.4 of a Consideration Warrant for each Brio Share (other than Brio Shares that constitute Brio Restricted Stock).

The Company acknowledged receipt of the proposal letter and, the next day, on February 7, 2018, entered into a confidentiality agreement with Leagold. Following the execution of this agreement, Brio Gold and its advisors received access to a data room and began a financial, legal and technical due diligence review of Leagold.

On February 8, 2018, the Company received a draft arrangement agreement from Leagold's legal advisors. This draft agreement and the draft plan of arrangement, as well as other ancillary documents to the entering into of the potential arrangement, were extensively negotiated between the Parties and their legal and financial advisors from February 8 until February 15, 2018. The Special Committee convened regularly following the announcement of Leagold's proposed take-over bid for the outstanding Brio Shares, meeting formally on each of January 26, February 6, February 12 and February 15 with management, its Financial Advisors and its legal advisors.

On February 15, 2018, at a meeting of the Special Committee and the Board, National Bank Financial Inc. orally delivered the Fairness Opinion, confirmed by delivery of a written opinion to the Special Committee and Board to the effect that, as of the date of the Fairness Opinion and based on and subject to the scope of review, assumptions,

limitations and qualifications set forth therein, the consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders (other than Yamana).

On February 15, 2018, the Special Committee met and unanimously recommended to the Board that it approve the Arrangement and that the Company enter into the Arrangement Agreement.

On February 15, 2018, the Board, after consulting with its financial and legal advisors, including receiving the Fairness Opinion and the unanimous recommendation of the Special Committee, determined that the Arrangement is in the best interests of Brio Gold, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders and that the consideration being offered to the Shareholders pursuant to the Arrangement is fair to the Shareholders (other than Yamana).

On February 16, 2018, before the open of financial markets, the Company and Leagold executed and entered into the Arrangement Agreement. The entering into of the Arrangement Agreement made as of February 15, 2018 was publicly announced by both parties on February 16, 2018 prior to the opening of the financial markets.

5.2 Recommendations

5.2.1 Recommendation of the Special Committee

The Special Committee was established on December 10, 2017, with the responsibility for, among other things, (i) assessing, reviewing and considering a potential business combination transaction of the Company and any future alternative transactions; (ii) supervising and, if deemed advisable, conducting any negotiations with respect to a potential transaction, and (iii) advising and making recommendations to the Board with respect to certain matters including any such proposals received. The Special Committee consists of Sarah Strunk (Chair), John Gravelle and William Washington, each being an independent director of Brio Gold. Each member of the Special Committee has entered into a Support Agreement pursuant to which such member has agreed to vote all of his or her Brio Shares in favour of the Arrangement Resolution.

The Special Committee, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement and the Arrangement Agreement, and after consulting with financial and legal advisors, including receiving the Fairness Opinion (see "*The Arrangement – Fairness Opinion*" below), has unanimously determined that the Arrangement is in the best interests of Brio Gold, that the terms and conditions are procedurally and substantively fair and reasonable to the Shareholders and that the consideration being offered to the Shareholders pursuant to the Arrangement is fair to the Shareholders (other than Yamana).

Accordingly, the Special Committee has unanimously recommended that the Board approve the Arrangement and that the Company enter into the Arrangement Agreement, and unanimously recommends that Shareholders vote **IN FAVOUR** of the Arrangement Resolution.

5.2.2 Recommendation of the Board

The Board, having undertaken a thorough review of, and having carefully considered the terms of the Arrangement, and after consulting with its financial and legal advisors, including receiving the Fairness Opinion (see "*The Arrangement – Fairness Opinion*" below) and the unanimous recommendation of the Special Committee, has unanimously determined that the Arrangement is in the best interests of Brio Gold, that the terms and conditions of the Arrangement are procedurally and substantively fair and reasonable to the Shareholders and that the consideration being offered to the Shareholders pursuant to the Arrangement is fair to the Shareholders (other than Yamana).

Accordingly, the Board has unanimously approved the Arrangement and the entering into by the Company of the Arrangement Agreement, and unanimously recommends that Shareholders vote **IN FAVOUR** of the Arrangement Resolution.

5.2.3 Reasons for the Recommendations

The following includes forward-looking information and readers are cautioned that actual results may vary. See "*Management Information Circular - Cautionary Note Regarding Forward-Looking Statements*" and "*Risk Factors*".

In unanimously determining that the Arrangement is in the best interests of the Company, and recommending to Shareholders that they approve the Arrangement, the Special Committee and the Board considered a number of factors, including:

1. Attractive Upfront Premium. The Consideration Securities imply a consideration of approximately C$2.67 per Brio Share as at February 15, 2018, the trading day prior to the announcement of the Arrangement, consisting of C$2.57 in Leagold Share consideration based on the 20-day volume weighted average trading price of Leagold Shares on the TSX as at February 15, 2018 and approximately C$0.10 in additional warrant consideration and represented a 51% premium to Brio Gold's closing share price on the TSX on January 22, 2018, the trading day prior to Leagold's announcement of its intention to commence a take-over bid for Brio Gold.

2. Ongoing Ownership in a New Leading Intermediate Precious Metals Producer. Shareholders will receive an approximate 42% ownership interest in the combined entity post-Arrangement (assuming that Goldcorp does not exercise the Goldcorp Anti-Dilution Right in connection with the Arrangement), which is expected to produce approximately 447,500 ounces of gold in 2018, with potential for growth to over 700,000 ounces by 2020.

3. Strengthened Growth Profile. The combined company will have a peer-leading production growth profile, with potential to increase production to over 700,000 ounces per year in 2020 through the restart of Brio Gold's fully-constructed Santa Luz mine and the addition of Leagold's Bermejal Underground project.

4. Diversified Asset Portfolio. There will be production from four operating mines in Brazil and Mexico, each with significant organic growth opportunities, and near-term expansion to five producing assets through the restart of Brio Gold's Santa Luz mine in Brazil.

5. Enhanced Capital Markets Profile and Liquidity. The combined company will have a broadened shareholder base, will have an increased public float and will benefit from increased trading liquidity and institutional investor interest.

6. Significant Re-Rating Potential. With a diversified portfolio of producing assets in the Americas and near-term growth opportunities backed by a strong balance sheet and a proven management team, the combined company is well positioned for a re-rating, to the benefit of Shareholders.

7. Process to Maximize Shareholder Value. Prior to entering into the Arrangement Agreement, the Board regularly evaluated business and strategic opportunities with the objective of maximizing Shareholder value in a manner consistent with the best interests of the Company. The Board, with the assistance of its financial and legal advisors, assessed the alternatives reasonably available to the Company, including the potential risks, rewards and uncertainties associated with such alternatives, and determined that the Arrangement represents the best current prospect for maximizing Shareholder value.

8. Arm's Length Negotiations. The terms of the Arrangement and the Arrangement Agreement are the result of arm's length negotiations between the Company and Leagold. The Board also considered that the Arrangement and the Arrangement Agreement were unanimously recommended by the Special Committee, consisting of independent directors.

9. Fairness Opinion. The Fairness Opinion, delivered by National Bank Financial Inc. to the Special Committee and the Board, provides that, based upon and subject to the scope of review, assumptions, limitations and qualifications set forth therein, National Bank Financial Inc. is of the opinion that, as of the date of such opinion, the consideration payable to the Shareholders under the Arrangement is fair, from a financial point of view, to the Shareholders (other than Yamana).

10. Current Conditions of the Parties. The respective financial condition, results of operations, businesses, plans and prospects of the Company and Leagold and current industry, economic, market and regulatory conditions were considered. The Company's management, in consultation with its financial and legal advisors, engaged in discussions regarding Leagold's business, results of operations, financial and market position, and the Company's management's expectations concerning Leagold's future prospects, and historical and current share trading prices and volumes of Leagold Shares and has determined that the Arrangement is in the best interests of the Company.

11. Shareholder Approval. The Arrangement Resolution must receive an affirmative vote of: (i) at least two-thirds (66 2/3%) of the votes cast by Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, and (ii) a simple majority of the votes cast by the Shareholders present in person or represented by proxy at the Meeting and entitled to vote thereat, excluding the votes cast by such Shareholders that are required to be excluded pursuant to MI 61-101.

12. Regulatory Approval. The Arrangement must be approved by the Court, which will consider, among other things, the reasonableness and fairness of the Arrangement to Shareholders.

13. Dissent Rights. Any registered Shareholder who opposes the Arrangement may, on strict compliance with certain conditions, exercise its Dissent Rights and receive the fair value of its Brio Shares in accordance with the Plan of Arrangement.

14. Limited Conditions to Closing. Leagold's obligation to complete the Arrangement is subject to a limited number of conditions that the Board believes are reasonable in the circumstances and the completion of the Arrangement is not subject to any financing condition.

15. Ability to Accept a Superior Proposal. The Arrangement Agreement does not prevent a third party from making an unsolicited Acquisition Proposal. Subject to compliance with the terms of the Arrangement Agreement, the Board is not precluded from considering and responding to an unsolicited Acquisition Proposal that constitutes a Superior Proposal, or could reasonably be expected to lead to a Superior Proposal, at any time prior to the approval of the Arrangement Resolution, and in the event that a Superior Proposal is made and not matched by Leagold, the Company may enter into an acquisition agreement with the third party making the Superior Proposal and the Board may change its recommendation in respect of the Arrangement, and in the event the Arrangement Resolution is not approved by the Shareholders, upon payment by the Company of the Brio Expense Reimbursement, the Arrangement Agreement may be terminated by the Company.

16. Expense Reimbursements. The Brio Expense Reimbursement of US$3,000,000 is payable by the Company to Leagold if the Arrangement is not completed under certain circumstances, and is otherwise appropriate in the circumstances as an inducement for Leagold to enter into the Arrangement Agreement. In the view of the Special Committee, the Brio Expense Reimbursement would not preclude a third party from potentially making a Superior Proposal. The Leagold Expense Reimbursement of US$3,000,000 is payable by Leagold to the Company if the Arrangement is not completed under certain circumstances.

17. Experienced Management Team. Leagold has a strong operating team in place, with experience in mine building and optimizing operations. Leagold's management team has successfully acquired and integrated mines with an organizational approach that emphasizes each mine operating on a profit-center basis. The extensive strategic, operating and financial experience from both the Company and Leagold is expected to allow the resulting entity to successfully manage a wider variety of mines and growth projects on a global basis. In addition, Leagold is expected to appoint Gil Clausen to the Leagold Board who will provide significant finance, operational and development experience and expertise to the Leagold Board with specific knowledge and familiarity of Brio Gold's assets.

18. Support of the Arrangement. The Arrangement is supported by all of the Company's directors and certain of its senior officers and its most significant Shareholder, being Yamana, each of whom has entered into a Support Agreement, representing in aggregate approximately 57.3% of the Brio Shares (other than Brio Shares that constitute Brio Restricted Stock). The Support Agreements with the Company's directors and certain of its senior officers terminate in the event the Arrangement Agreement is terminated. Yamana may terminate its Support Agreement in order to accept a superior offer, subject to a right to match in favour of Leagold.

The Special Committee and the Board also considered a number of potential risks and potentially negative aspects relating to the Arrangement, including the following:

1. Goldcorp's Anti-Dilution Rights. If Goldcorp exercises the Goldcorp Anti-Dilution Right with respect to the issuance of Leagold equity in connection with the Arrangement, this will impact the percentage of the combined entity Shareholders are expected to own.

2. Yamana Support Agreement. Yamana, which holds approximately 54% of the Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) has entered into a Support Agreement with Leagold pursuant to which it has agreed to vote in favour of the Arrangement Resolution, provided however, that Yamana may terminate the Support Agreement in order to accept a superior offer, subject to a right to match in favour of Leagold. Yamana may have a different view than the Board regarding whether an Acquisition Proposal made by a third party constitutes a superior offer, with the result that Yamana may, subject to the terms of the Support Agreement, elect to terminate the Support Agreement in circumstances where the Board does not believe such proposal is a Superior Proposal for purposes of the Arrangement Agreement. In addition, the Board may determine that an Acquisition Proposal is a Superior Proposal and change its recommendation in respect of the

Arrangement but Yamana may elect to not terminate, or may not be entitled to terminate, the Support Agreement.

3. Risks to the Business of Non-Completion. There are risks to the Company if the Arrangement is not completed, including the costs incurred in proceeding towards completion of the Arrangement and the diversion of management's attention away from the conduct of the Company's business in the ordinary course.

4. Value of Shares. The Leagold Shares issued pursuant to the Arrangement may have a market value different than the market value of the Leagold Shares at the time of announcement of the Arrangement.

5. Risk of Termination if Conditions are not Fulfilled. There are certain conditions to Leagold's obligation to complete the Arrangement and Leagold has the right to terminate the Arrangement Agreement under certain limited circumstances.

6. Integration Risk. Following completion of the Arrangement, the resulting entity may not realize the benefits of its new projects, may be subject to significant operating risks associated with its expanded operations and portfolio of projects, and may not realize the benefits currently anticipated due to potential challenges associated with integrating the operations and personnel of the Company.

7. Interim Operating Covenants. The restrictions on the conduct of the Company's business prior to the consummation of the Arrangement requiring the Company to conduct its business in the ordinary course and preventing the Company from taking certain specified actions may delay or prevent the Company from undertaking business opportunities pending the consummation of the Arrangement.

Information and Factors Considered by the Special Committee and the Board

As described above, in making its recommendation, the Special Committee and the Board consulted with the Company's management team, its Financial Advisors and its legal advisors, received the Fairness Opinion, reviewed a significant amount of information and considered a number of factors, including, without limitation, those listed above. The Board, upon the recommendation of the Special Committee, unanimously recommends that Shareholders approve of the Arrangement based upon the totality of the information presented and considered by it. The above summary of the information and factors considered by the Special Committee and the Board is not intended to be exhaustive, but is a summary of the material information and factors considered by the Special Committee and the Board in each of their considerations of the Arrangement. In view of the variety of factors and the amount of information considered in connection with the Special Committee and the Board's evaluation of the Arrangement, neither the Special Committee nor the Board found it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. The recommendations of the Special Committee and the Board were made after consideration of all of the factors noted above, other factors in light of the Special Committee's knowledge, and the Board's knowledge of the business, financial condition and prospects of Brio Gold and taking into account the advice of the Company's financial, legal and other advisors. Individual members of the Special Committee or Board may have assigned different weights to different factors.

5.3 Fairness Opinion

National Bank Financial Inc. was engaged by the Company on December 28, 2017 to act as a financial advisor to Brio Gold, the Board and the Special Committee in connection with a potential transaction and to provide the Board and the Special Committee with its opinion as to the fairness, from a financial point of view, of the consideration to be received by the Shareholders (other than Yamana) under any applicable transaction. Pursuant to the terms of its engagement, National Bank Financial Inc. will be paid fees for its services, including a fee for the delivery of its Fairness Opinion and a fee that is contingent on completion of the Arrangement. In addition, Brio Gold has also agreed to reimburse National Bank Financial Inc. for reasonable expenses incurred by National Bank Financial Inc. in performing its services and to indemnify it against certain liabilities arising out of its engagement.

On February 15, 2018 at the meeting of the Special Committee and Board, National Bank Financial Inc. orally delivered the Fairness Opinion, confirmed by delivery of a written opinion to the Special Committee and Board to the effect that, as of the date of the Fairness Opinion and based on and subject to the scope of review, assumptions, limitations and qualifications set forth therein, the consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders (other than Yamana).

In deciding to recommend and approve the Arrangement, the Special Committee and the Board considered, among other things, the advice and financial analyses provided by CIBC World Markets Inc. and National Bank Financial Inc. as well as the Fairness Opinion. As described under the heading "*The Arrangement – Recommendations – Reasons for the Recommendations*", the Fairness Opinion was only one of many factors considered by each of the Board and the Special Committee in evaluating the Arrangement and should not be viewed as determinative of the views of the Board or the Special Committee with respect to the Arrangement or the consideration to be received by Shareholders pursuant to the Arrangement Agreement. In assessing the Fairness Opinion, each of the Special Committee and the Board considered and assessed the independence of National Bank Financial Inc., taking into account that a portion of the fees payable to National Bank Financial Inc. is contingent upon the completion of the Arrangement.

The full text of the Fairness Opinion, which sets forth, among other things, the assumptions made, procedures followed, information received, matters considered and limitations on the scope of the review undertaken by National Bank Financial Inc. in connection with rending its opinion, is attached as Appendix "F" to this Circular. The Fairness Opinion was provided solely for the information and assistance of the Special Committee and the Board in connection with its consideration of the Arrangement and is not to be used, circulated, quoted or otherwise referred to for any purpose, nor is it to be filed with, included in or referred to in whole or in part in any registration statement, information circular or any other document, except in accordance with National Bank Financial Inc.'s prior written consent. National Bank Financial Inc. has consented to the inclusion of the Fairness Opinion in this Circular. See "*Consent*". The Fairness Opinion does not address the merits of the underlying decision by Brio Gold to enter into the Arrangement Agreement or the Arrangement, and does not constitute, nor should it be construed as, a recommendation as to how any Shareholder should vote or act with respect to the Arrangement Resolution or any related matter. Shareholders are urged to read the Fairness Opinion in its entirety. This summary is qualified in its entirety by reference to the full text of such Fairness Opinion.

5.4 Shareholder Approval of the Arrangement

At the Meeting, Shareholders will be asked to vote to approve the Arrangement Resolution. Each Shareholder as at the Record Date shall be entitled to vote on the Arrangement Resolution.

The Arrangement Resolution, the full text of which is set forth in Appendix "B" to this Circular, must be approved by the affirmative vote of (a) at least two-thirds (66 2/3%) of the votes cast by Shareholders on the Arrangement Resolution, present in person at the Meeting or by proxy, and (b) a simple majority of the votes cast by the Shareholders present in person at the Meeting or by proxy, excluding the votes cast by such Shareholders who are required to be excluded pursuant to MI 61-101. To the knowledge of Brio Gold, only the votes attached to the Brio Shares owned by Gil Clausen, Lance Newman and Joseph Longpré, totalling approximately 3,215,148 Brio Shares, will be excluded from the "majority of the minority" vote mandated by MI 61-101.

The Arrangement Resolution must be passed in order for Brio Gold to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the Final Order.

5.5 Description of the Arrangement

5.5.1 Plan of Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Appendix "C" to this Circular.

Under the Arrangement, Leagold will acquire all of the issued and outstanding Brio Shares from Shareholders in exchange for 0.922 of a Leagold Share and 0.4 of a Consideration Warrant for each Brio Share held (other than Brio Shares that constitute Brio Restricted Stock, which will be exchanged as described below), representing an implied consideration of approximately C$2.67 per Brio Share as at February 15, 2018, the trading day prior to the announcement of the Arrangement, consisting of C$2.57 in Leagold Share consideration based on the 20-day volume weighted average trading price of Leagold Shares on the TSX as at February 15, 2018 and approximately C$0.10 in additional warrant consideration. Each full Consideration Warrant will be exercisable to acquire one Leagold Share at a price of C$3.70 for a period of two years from closing of the Arrangement. Upon completion of the Arrangement, Brio Gold will become a wholly-owned subsidiary of Leagold. Assuming that Goldcorp Inc. does not exercise the Goldcorp Anti-Dilution Right in connection with the Arrangement, existing Shareholders are expected to own approximately 42% of the combined company. Information relating to Leagold is contained in Appendix "G" to this Circular.

If the Arrangement is approved by the Shareholders and all of the conditions precedent to the completion of the Arrangement are satisfied or waived, the Arrangement will become effective at the Effective Time (which is expected to be 12:01 a.m. (Toronto time) on the Effective Date). Commencing at the Effective Time, the following shall be deemed to occur in the following order:

1. each Brio Share held by a Dissenting Shareholder shall be deemed to be transferred and assigned to the Company by the holder thereof, without any further act or formality on the part of the holder (free and clear of all Liens) and all as further described in the Plan of Arrangement attached hereto and "*Dissenting Shareholders' Rights*" below;

2. the Cash Settled RSUs shall, notwithstanding the terms of the Brio Incentive Plan, be deemed to have fully vested and each such Cash Settled RSU shall be transferred and surrendered to the Company in exchange for a cash payment by Brio Gold to such holder equal to the product of (x) the Adjusted Exchange Factor multiplied by (y) the number of Brio Shares subject to such Cash Settled RSU multiplied by (z) the 3 day VWAP of Leagold Shares on the TSX immediately preceding the Effective Date, and upon the transfer of each such Cash Settled RSU, such Cash Settled RSU shall immediately be cancelled and surrendered and the holder shall cease to be a holder of such Cash Settled RSU;

3. Brio Gold will issue to the Shareholders in respect of each Brio Share held, one Brio Warrant, which Brio Warrant will be issued for no consideration and will be deemed to have been acquired at no cost and the Shareholders to whom such Brio Warrants are issued shall be deemed to be the holder of such Brio Warrants and shall be deemed to be entered into the securities register of the Company as the sole holder of such Brio Warrants; however no certificates evidencing the Brio Warrants will be issued by the Company;

4. the amalgamation of Amalgamation Sub and Brio Gold shall occur as more fully described in the Plan of Arrangement, upon which;

    a. each Amalgamation Sub Share outstanding immediately prior to the Effective Time shall be exchanged for one Amalco Share and the Amalgamation Sub Shares will be cancelled;

    b. the issued and outstanding Brio Shares and the Brio Warrants (other than those Brio Warrants that were issued in respect of Brio Restricted Stock) will be exchanged for Leagold Shares and Consideration Warrants, respectively, as applicable, which will be issued in the amounts of 0.922 of a Leagold Share for each whole Brio Share and 0.4 of a Consideration Warrant for each whole Brio Warrant held, and such Brio Shares and Brio Warrants will be cancelled;

    c. each issued and outstanding Brio Warrant issued in respect of a Brio Share that was formerly Brio Restricted Stock will be exchanged for such number of Leagold Shares that is equal to the number of such Brio Warrants multiplied by the Incremental Warrant Exchange Factor and such Brio Warrants will be cancelled;

    d. in consideration for such Leagold Shares and Consideration Warrants issued by Leagold, Amalco will issue to Leagold one Amalco Share; and

    e. each Brio Option outstanding immediately prior to the Effective Time shall be deemed to have fully vested and each such Brio Option shall be exchanged for a Leagold Arrangement Option with such Leagold Arrangement Option having a per share exercise price equal to the exercise price of such Brio Option divided by the Adjusted Exchange Factor; and with the number of Leagold Shares subject to such Leagold Arrangement Option being determined by multiplying the number of Leagold Arrangement Options by the Adjusted Exchange Factor;

5. each unvested Brio RSU and Brio DSU outstanding immediately prior to the Effective Time shall, notwithstanding the terms of the Brio Incentive Plan, be deemed to have fully vested and each such Brio RSU, Brio DSU and the Remaining Historical RSUs shall be transferred and surrendered to Leagold in exchange for such number of Leagold Shares that is equal to the number of Brio RSUs, Brio DSUs and Remaining Historical RSUs so transferred and surrendered multiplied by the Adjusted Exchange Factor; and

6. the Brio Incentive Plan shall be terminated and of no further force and effect.

5.5.2 Consideration Warrants

The Consideration Warrants will be issued pursuant to and will be governed by the terms of a Warrant Indenture to be entered into by Leagold and Computershare Trust Company of Canada (the "**Warrant Indenture**"), as warrant agent. Each Consideration Warrant will entitle the holder thereof to acquire, subject to adjustment in certain instances, one Leagold Share at a price of C$3.70 for a period of two years from the Effective Date, which warrant is exercisable (i) outside the United States by holders that are not U.S. Persons, or (ii) within the United States, by holders that are U.S. Persons, if an exemption from registration under the U.S. Securities Act and state Securities Laws is available, and which warrant shall be transferable, subject to applicable Securities Laws. The Warrant Indenture will provide for an adjustment in the number of Leagold Shares issuable upon the exercise of the Consideration Warrants and/or the exercise price per Leagold Share upon the occurrence of certain events. See Appendix "G" for more information on the Consideration Warrants and the terms of the Warrant Indenture.

5.5.3 Brio Options, Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs

The description under "*Description of the Arrangement – Plan of Arrangement*" provides details on how the Brio Options, Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs will be exchanged under the Arrangement. The number of Leagold Shares to be issued with respect to the Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs and the number of Leagold Arrangement Options to be issued with respect to the Brio Options, cannot be determined at this time because calculating such number of Leagold Shares and Leagold Arrangement Options requires determining the "Incremental Warrant Exchange Factor" and the "Adjusted Exchange Factor" (which is equal to the Incremental Warrant Exchange Factor plus 0.922). The Incremental Warrant Exchange Factor is intended to determine the value of 0.4 of a Consideration Warrant, being the portion of a Consideration Warrant to be received for each Brio Share pursuant to the Plan of Arrangement (other than Brio Shares that constitute Brio Restricted Stock), in order for holders of Brio Options, Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs to be paid, in lieu of being granted Consideration Warrants, an equivalent value in cash, Leagold Shares or Leagold Arrangement Options, as applicable, for each such Brio security exchanged under the Plan of Arrangement.

As more particularly described under the definition of "Incremental Warrant Exchange Factor" in Appendix "A" of this Circular, calculating the Incremental Warrant Exchange Factor requires determining the 3-day VWAP of Leagold Shares on the TSX immediately preceding the Effective Date, which cannot be ascertained at this time. The disclosure below is an illustrative example that indicates the number of Leagold Shares and Leagold Arrangement Options that would be issued assuming: (i) a 3-day VWAP of Leagold Shares immediately preceding the Effective Date of C$2.00, C$3.0371 (being the 5-day VWAP as at January 22, 2018, the final trading day prior to Leagold's announcement of its intention to commence a take-over bid for the Company), or C$4.00; and (ii) 1,159,020 Brio Options, 764,474 Brio Restricted Stock, 398,573 Brio RSUs, 121,809 Brio DSUs and 829,149 Remaining Historical RSUs are outstanding as of the Effective Date, being the number of securities currently outstanding.

Assuming a 3-day VWAP of Leagold Shares immediately preceding the Effective Date of C$3.0371, the following number of Leagold Shares are expected to be issued to holders of Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs and the following number of Leagold Arrangement Options are expected to be issued in exchange for outstanding Brio Options:

1. 1,106,779 Leagold Arrangement Options exercisable for 1,106,779 Leagold Shares will be issued in exchange for 1,159,020 Brio Options;
2. 380,608, 116,319 and 791,777 Leagold Shares will be issued in exchange for 398,573 Brio RSUs, 121,809 Brio DSUs, and 829,149 Remaining Historical RSUs, respectively; and
3. 25,171 Leagold Shares will be issued in lieu of Consideration Warrants that would otherwise be issued with respect to 764,474 Brio Restricted Stock (an additional 704,845 Leagold Shares will also be issued with respect to such Brio Restricted Stock).

Assuming a 3-day VWAP of Leagold Shares immediately preceding the Effective Date of C$2.00, the following number of Leagold Shares are expected to be issued to holders of Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs and the following number of Leagold Arrangement Options are expected to be issued in exchange for outstanding Brio Options:

1. 1,079,256 Leagold Arrangement Options exercisable for 1,079,256 Leagold Shares will be issued in exchange for 1,159,020 Brio Options;
2. 371,143, 113,426 and 772,087 Leagold Shares will be issued in exchange for 398,573 Brio RSUs, 121,809 Brio DSUs, and 829,149 Remaining Historical RSUs, respectively; and

3. 7,018 Leagold Shares will be issued in lieu of Consideration Warrants that would otherwise be issued with respect to 764,474 Brio Restricted Stock (an additional 704,845 Leagold Shares will be issued with respect to such Brio Restricted Stock).

Assuming a 3-day VWAP of Leagold Shares immediately preceding the Effective Date of C$4.00, the following number of Leagold Shares are expected to be issued to holders of Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs and the following number of Leagold Arrangement Options are expected to be issued in exchange for outstanding Brio Options:

1. 1,171,642 Leagold Arrangement Options exercisable for 1,171,642 Leagold Shares will be granted in exchange for 1,159,020 Brio Options;
2. 402,913, 123,136 and 838,179 Leagold Shares will be issued in exchange for 398,573 Brio RSUs, 121,809 Brio DSUs, and 829,149 Remaining Historical RSUs, respectively; and
3. 67,954 Leagold Shares will be issued in lieu of Consideration Warrants that would otherwise be issued with respect to 764,474 Brio Restricted Stock (an additional 704,845 Leagold Shares will be issued with respect to such Brio Restricted Stock).

5.6 Voting Support Agreements and Intentions of Certain Shareholders

This section of the Circular describes the material provisions of the Support Agreements but does not purport to be complete and may not contain all of the information about the Support Agreements that is important to a particular Shareholder. The full text of the form of Brio Support Agreement and Yamana Support Agreement has been filed by the Company on SEDAR at www.sedar.com, and Shareholders are encouraged to read the Support Agreements in their entirety.

Certain Shareholders, including Yamana and each of the directors and Named Executive Officers of the Company, representing in aggregate approximately 57.3% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018, have entered into Support Agreements with Leagold to vote their Brio Shares in favour of the Arrangement Resolution. Each director and Named Executive Officer intends to vote all Brio Shares held by him or her in favour of the Arrangement Resolution.

5.6.1 Brio Support Agreement

In connection with the Arrangement, each of the directors and Named Executive Officers of the Company (the "**Brio Supporting Shareholders**"), representing in aggregate approximately 3.3% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018, have entered into a support agreement (the "**Brio Support Agreement**") with Leagold and Brio Gold to vote their Brio Shares in favour of the Arrangement Resolution.

Under the Brio Support Agreement, each Brio Supporting Shareholders has agreed that it will, until the earlier of (i) the Effective Date and (ii) the termination of the Brio Support Agreement in accordance with its terms:

- not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey any Brio Shares, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing, except pursuant to the Arrangement and the exercise of Brio Options or the redemption of Brio RSUs or Brio DSUs in accordance with their terms;
- not grant or agree to grant any proxy or other right to vote any Brio Shares, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Shareholders or give consents or approval of any kind as to the Brio Shares that in each case might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and the Brio Support Agreement;
- not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement;
- not vote or cause to be voted any Brio Shares in respect of any proposed action by Brio Gold or its Shareholders or affiliates or any other person in a manner which would reasonably be expected to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and the Brio Support Agreement;

- irrevocably waive to the fullest extent permitted by law any and all rights of such Brio Supporting Shareholder to dissent with respect to the Arrangement Resolution or any other resolution relating to the approval of the Arrangement and not exercise any such right with respect to any such resolution;
- in the event that any transaction other than the Arrangement is presented for approval of or acceptance by the securityholders of Brio Gold, not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Brio Shares;
- agree that any securities of Brio Gold purchased by such Brio Supporting Shareholder in the market, by private agreement or otherwise, shall be deemed to be subject to the terms of the Brio Support Agreement as such Brio Supporting Shareholder's Brio Shares; and
- take all such steps as are necessary or advisable to ensure that at the Effective Time, the Brio Shares will be held by such Brio Supporting Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting such Brio Shares or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such Brio Shares.

Nothing contained in the Brio Support Agreement will prevent any of the Brio Supporting Shareholders, and solely in his or her capacity as a director or senior officer, from acting, on advice from counsel, in accordance with the exercise of his or her fiduciary duties or other legal obligation to act in the best interests of Brio Gold.

The Brio Support Agreement may be terminated by Leagold as between an applicable Brio Supporting Shareholder and Leagold, or by the Brio Supporting Shareholder as between such Brio Supporting Shareholder and Leagold if:

- any of the representations and warranties of the other party shall not be true and correct in all material respects; or
- the other party shall not have complied with its covenants in all material respects.

The Brio Support Agreement terminates automatically at the Effective Time or in the event that the Arrangement Agreement is terminated in accordance with its terms.

5.6.2 Yamana Support Agreement

Yamana, which holds approximately 54% of the outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018, entered into a Support Agreement (the "**Yamana Support Agreement**"), as amended by an amending agreement dated February 12, 2018, with Leagold prior to the announcement of Leagold's offer to acquire Brio Gold and the entering into of the Arrangement Agreement, pursuant to which, among other things, Yamana has agreed to vote its Brio Shares in favour of the Arrangement Resolution. Brio Gold is not a party to this agreement.

Under the Yamana Support Agreement, Yamana has agreed that, until the earlier of (i) the termination of the Yamana Support Agreement in accordance with its terms and (ii) the date of closing of the Arrangement, it:

- shall not sell, assign, transfer, alienate, gift, pledge, option, hedge or enter into any derivative transaction in respect of, or otherwise dispose of or encumber, any Brio Shares or any right or interest therein (legal or equitable) (or agree to do any of the foregoing), except pursuant to the Yamana Support Agreement or for transfers to an affiliate of the Yamana where such affiliate executes an agreement on substantially the same terms as the Yamana Support Agreement or agrees to be bound by the provisions of the Yamana Support Agreement;
- shall not through any officer, director, employee, advisor, representative, agent or otherwise (as applicable), make, solicit, initiate (including, without limitation, by way of entering into any form of agreement, arrangement or understanding) any inquiry, the submission of proposals or offers from any other person, body corporate, partnership or other business organization whatsoever regarding an Alternate Acquisition Proposal (as defined below) (whether by way of take-over bid, asset sale, merger, amalgamation, arrangement, reorganization or other business combination) or that would reasonably be expected to lead to (in either case whether in one transaction or a series of transactions) an Alternate Acquisition Proposal, or otherwise cooperate in any way with, or assist or participate in, knowingly facilitate or encourage any other person to do or seek to do any of the foregoing, including by depositing or voting any of Yamana's Brio Shares in favour of any such Alternate Acquisition Proposal;

- shall immediately cease any existing discussions or negotiations it is engaged in with any parties (other than Leagold) with respect to any an Alternate Acquisition Proposal;
- shall not enter into or participate in any discussions or negotiations regarding an Alternate Acquisition Proposal, or furnish to any other person any information with respect to the business, properties, operations, prospects or conditions (financial or otherwise) of Brio Gold in connection with, or that would reasonably be expected to lead to, an Alternate Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, knowingly facilitate or encourage, any other person to do or seek to do any of the foregoing;
- shall not grant or agree to grant any proxy or other right to Yamana's Brio Shares, or enter into any voting trust, pooling agreement or arrangement or enter into or subject any of such Brio Shares to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the right to vote, the calling of meetings of holders of Brio Shares, or the giving of any consents or approvals of any kind with respect to the Brio Shares, in each case other than pursuant to the Yamana Support Agreement, and any action attempted to be taken in violation of the foregoing will be null and void;
- shall not take any action to encourage or assist any other person to do any of the prohibited acts referred to in the Yamana Support Agreement;
- irrevocably waives to the fullest extent permitted by law any and all rights to dissent or exercise appraisal rights with respect to any resolution relating to the approval of the Arrangement;
- in the event that any transaction other than the Combination contemplated by the Yamana Support Agreement is presented for approval of or acceptance by the securityholders of Brio Gold, shall not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any Brio Shares;
- shall notify Leagold promptly if any of Yamana's representations and warranties contained in the Yamana Support Agreement becomes untrue or incorrect in any material respect;
- shall cause each of its affiliates, if any, to comply with each of the covenants in the Yamana Support Agreement; and
- shall exercise the voting rights attaching to Yamana's Brio Shares to oppose any proposed action by Brio Gold, its directors, officers and/or shareholders, any of its subsidiaries or any other person:
    a) in respect of any amalgamation, merger, sale of Brio Gold or its affiliates' or associates' assets, take-over bid, issuer bid, plan of arrangement, reorganization, recapitalization, issuance of shares, equity or voting securities or convertible or exchangeable securities or other business combination, material acquisition or similar transaction involving Brio Gold or any of its subsidiaries other than the Arrangement;
    b) which would reasonably be regarded as being directed towards or likely to prevent or delay the successful completion of the Arrangement, including without limitation any amendment to the constating documents of Brio Gold, its subsidiaries or its organizational structure; or
    c) in respect of any new shareholder rights plan or "poison pill" subsequent to the date of the Yamana Support Agreement.

Under the Yamana Support Agreement, Yamana has further agreed that, if Leagold acquires the Brio Shares pursuant to the completion of the Arrangement, in consideration for which Yamana acquires Leagold Shares, then Yamana will not (and will so cause entities, corporate or otherwise, controlled by Yamana not to) without the prior written consent of Leagold, which consent shall not be unreasonably withheld (provided nothing shall prohibit Leagold from acting in the best interest of its shareholders), during the period ending one year after the closing of the Arrangement:

- offer, sell, contract to sell, announce an intention to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise lend, transfer or dispose of any Leagold Shares acquired or other equity securities of Leagold or securities convertible into or exchangeable for Leagold Shares or other equity securities of Leagold (the "**Leagold Lock-Up Securities**"); or
- enter into any swap or other similar arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Leagold Lock-Up Securities,

whether any such transactions described above are settled by delivery of Leagold Lock-Up Securities or other equity securities of Leagold, in cash or otherwise. However, the restrictions described above shall not apply to:

- any sale or transfer of any Leagold Lock-Up Securities to any of Yamana's affiliates, provided that such affiliate agrees in writing to be bound by the provisions of the Yamana Support Agreement, or to any

transfer of the Leagold Lock-Up Securities to any nominee or custodian where there is no change in beneficial ownership;

- any transfer, sale or tender of the Leagold Lock-Up Securities pursuant to a takeover bid (as defined in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*), tender offer or any other transaction involving a change of control of Leagold, whether or not supported by the Leagold Board, provided that (i) any Leagold Lock-Up Securities not transferred, sold or tendered remain subject to the provisions of the Yamana Support Agreement, and (ii) it shall be a condition of transfer that if such takeover bid or other transaction is not completed, the Leagold Lock-Up Securities shall remain subject to the restrictions described above;
- any grant of a security interest (whether a pledge or otherwise) in the Leagold Shares in connection with a loan made with a financial institution in good faith on bona fide, arm's length terms and any subsequent transfer of such securities to such lender or collateral agent in connection with the exercise of remedies in connection with such loan in the event of default; or
- any disposition of any Leagold Shares to the shareholders of Yamana by way of a dividend or similar shareholder distribution.

As more particularly described below, Yamana may terminate the Yamana Support Agreement in order to accept a superior offer, subject to a right to match in favour of Leagold. The Yamana Support Agreement may be terminated by notice in writing as follows:

- at any time by mutual consent of Yamana and Leagold;
- by either party, when not in material default in the performance of its obligations, if Yamana's Brio Shares are not acquired under the Arrangement by July 31, 2018;
- by either party, when not in material default in the performance of its obligations, if the other party has not complied with its covenants in all material respects;
- by either party, in the sole discretion of that party and when not in material default in the performance of its obligations, if any of the representations and warranties of the other party is untrue or inaccurate in any material respect;
- by Leagold, if a material adverse effect with respect to Brio Gold has occurred prior to the occurrence of a joint public announcement of the Arrangement and under certain conditions;
- by Yamana, at its option, if any condition is waived by Leagold, other than certain conditions as set out in the Yamana Support Agreement;
- by Yamana, when not in material default in the performance of its obligations, at any time if
    a) Leagold decreases the amount, or changes the form of, the consideration value pursuant to the Arrangement;
    b) the Arrangement is modified in a manner that is contrary to the terms of the Yamana Support Agreement or contrary to the provisions of applicable securities laws; or
    c) Leagold proposes a transaction that is not an Alternative Transaction as defined in the Yamana Support Agreement;
- by Yamana, if a material adverse effect with respect to Leagold has occurred;
- by Yamana, any time after:
    a) Yamana has provided Leagold with notice in writing that there is a Superior Proposal, together with details of the Superior Proposal; and
    b) five business days shall have elapsed (the "**Right to Match Period**") from the date Leagold receives the notice referred to above during which Right to Match Period, or such longer period as Yamana may approve for such purpose, Leagold shall have the opportunity, but not the obligation, to propose to amend the terms of the Arrangement and Yamana will review any proposal by Leagold to amend the terms of the Arrangement in order to determine, acting reasonably, whether Leagold's proposal to amend the Arrangement would result in the Alternate Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Arrangement; and
    c) if Leagold has proposed to amend the terms of the Arrangement in accordance with the Yamana Support Agreement, Yamana shall have determined, in its sole discretion, that the Alternate Acquisition Proposal remains a Superior Proposal compared to the proposed amendment to the terms of the Arrangement;
- automatically, at any time after the date of a joint public announcement of the Arrangement, upon the termination of any definitive agreement entered into between Leagold and Brio Gold with respect to the combination contemplated in the Yamana Support Agreement (by way of the Arrangement) in accordance with its terms (if applicable); or

- automatically, if Leagold acquires the Brio Shares pursuant to the completion of the Arrangement.

Under the Yamana Support Agreement, "**Alternate Acquisition Proposal**" means any unsolicited bona fide written offer for the Brio Shares, any offer concerning any sale of Brio Gold or any of its material subsidiaries or any of their material properties, assets or any amalgamation, arrangement, merger, business combination, take-over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving Brio Gold, which competes or interferes, by delay or otherwise, with the combination contemplated in the Yamana Support Agreement made to the Board or the Shareholders or directly to Yamana.

Under the Yamana Support Agreement, "**Superior Proposal**" means any *bona fide* unsolicited Alternate Acquisition Proposal made in writing on or after the date of the Yamana Support Agreement by a person or persons acting jointly (other than Leagold) that:

- is to acquire: (i) not less than all of the Brio Shares, other than Brio Shares beneficially owned by the person making such Alternate Acquisition Proposal; or (ii) all or substantially all of the assets of Brio Gold on a consolidated basis;
- is not subject to any financing condition;
- is not subject to any due diligence and/or access condition;
- if it relates to the acquisition of the Brio Shares, is made available to all the Shareholders on the same terms and conditions;
- did not arise out of or relate to a breach of the Yamana Support Agreement by Yamana;
- would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in consideration payable to Yamana that is more favourable than the consideration value under the Arrangement and that has a value of not less than 115% of the Prevailing Offer Value, provided that the "**Prevailing Offer Value**" shall be calculated by Yamana based on the 5-day VWAP of the Leagold Shares on the TSX as of the date immediately prior to the date of the Alternate Acquisition Proposal multiplied by the consideration value under the Arrangement and, if the consideration contemplated in the Alternate Acquisition Proposal includes securities of the person or persons making such Alternate Acquisition Proposal, then such securities shall be valued based on the 5-day VWAP of such securities as quoted on a recognized trading exchange immediately prior to the date of the Alternate Acquisition Proposal; and
- is made by a substantive entity, being a person or company that either (i) currently produces over 100,000 ounces of gold per year; (ii) discloses having C$250 million or more of cash and cash equivalents in its most recent financial statements; or (iii) makes an Alternate Acquisition Proposal, the consideration for which consists entirely of cash.

5.7 Sources of Funds for the Arrangement

The Arrangement is primarily being funded through equity consideration in the form of the Leagold Shares and Consideration Warrants. Certain Arrangement-related expenses, estimated at US$15 million, will be funded from the pro forma cash balance of the combined business, which was US$58.3 million as at December 31, 2017.

5.8 Interests of Certain Persons in the Arrangement

In considering the Arrangement and the recommendations of the Special Committee and the Board with respect to the Arrangement, Shareholders should be aware that certain directors and executive officers of Brio Gold have certain interests in connection with the transactions contemplated in the Arrangement, that are, or may be, different from, or in addition to, the interests of other Shareholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board and the Special Committee are aware of these interests and considered them along with the other matters described above in *"The Arrangement – Recommendations – Reasons for the Recommendations*". These interests include those described below.

5.8.1 Brio Shares

The Named Executive Officers and directors of Brio Gold beneficially owned, directly or indirectly, or exercised control or direction over, in the aggregate 3,912,236 Brio Shares (other than Brio Restricted Stock) representing approximately 3.3% of the Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) issued and outstanding as of the close of business on March 12, 2018. Pursuant to the Brio Support Agreements, each of the Named Executive Officers and directors of Brio Gold have agreed with Leagold to vote or cause to be voted such Brio Shares in favour of the Arrangement Resolution.

All Brio Shares, other than the Brio Restricted Stock, held by Named Executive Officers and directors of Brio Gold will be treated in the same fashion under the Arrangement as Brio Shares held by other Shareholders. If the

Arrangement is completed, the Named Executive Officers and directors of Brio Gold will receive, in exchange for such Brio Shares (other than the Brio Restricted Stock), an aggregate of approximately 3,607,082 Leagold Shares and 1,564,894 Consideration Warrants.

5.8.2 Brio Restricted Stock

The Named Executive Officers and directors of Brio Gold owned an aggregate of 740,755 Brio Restricted Stock, representing 96.9% of the Brio Restricted Stock outstanding as of the close of business on March 12, 2018. Pursuant to the Arrangement, Brio Gold will issue in respect of each Brio Restricted Stock one Brio Warrant. Each issued and outstanding Brio Restricted Stock will be exchanged for 0.922 of a Leagold Share. Each issued and outstanding Brio Warrant issued in respect of a Brio Restricted Stock will be exchanged for such number of Leagold Shares that is equal to the number of such Brio Warrants multiplied by the Incremental Warrant Exchange Factor.

5.8.3 Brio Options

The Named Executive Officers and directors of Brio Gold owned an aggregate of 725,497 Brio Options, representing 62.6% of the Brio Options outstanding as of the close of business on March 12, 2018. Pursuant to the Arrangement, each Brio Option outstanding immediately prior to the Effective Time shall be deemed to have fully vested and each such Brio Option shall, without any further action by or on behalf of a holder of Brio Options, be exchanged for a Leagold Arrangement Option exercisable solely for Leagold Shares. The per share exercise price for the Leagold Shares issuable upon exercise of each Leagold Arrangement Option shall be the exercise price of the Brio Option divided by the Adjusted Exchange Factor and the number of Leagold Shares subject to a Leagold Arrangement Option shall be determined by multiplying the number of Leagold Arrangement Options by the Adjusted Exchange Factor. The Leagold Arrangement Options shall have the same expiry date as the Brio Options so exchanged, and shall otherwise be governed by the terms and conditions of Leagold's amended and restated stock option plan dated May 2017.

5.8.4 Brio RSUs, Brio Historical RSUs and Brio DSUs

The Named Executive Officers and directors of Brio Gold owned an aggregate of 386,554 Brio RSUs and 121,809 Brio DSUs, representing 99.4% of the Brio RSUs and 100% of the Brio DSUs outstanding as of the close of business on March 12, 2018. Joseph Longpré, Chief Financial Officer of Brio Gold, and Letitia Wong, Vice President, Corporate Development of Brio Gold, own 1,066,049 and 592,250 Brio Historical RSUs, respectively, representing 100% of the outstanding Brio Historical RSUs.

Pursuant to the Arrangement, one half of the Brio Historical RSUs will be settled in cash. At the time set out in the Plan of Arrangement, Cash Settled RSUs shall be deemed fully vested and each such Cash Settled RSU shall, without any further action by or on behalf of a holder of such Cash Settled RSU, be transferred and surrendered to Brio Gold in exchange for a cash payment by Brio Gold to such holder equal to the product of (x) the Adjusted Exchange Factor multiplied by (y) the number of Brio Shares subject to such Cash Settled RSU, multiplied by (z) the 3 day VWAP of Leagold Shares on the TSX immediately preceding the Effective Date.

Each unvested Brio RSU and Brio DSU will be deemed fully vested and each such Brio RSU, Brio DSU and Remaining Historical RSU shall, without any further action by or on behalf of a holder of Brio RSUs, Brio DSUs or Remaining Historical RSUs be transferred and surrendered to Leagold in exchange for such number of Leagold Shares that is equal to the number of such Brio RSUs, Brio DSUs and Remaining Historical RSUs so transferred and surrendered multiplied by the Adjusted Exchange Factor.

5.8.5 Securities Held by Named Executive Officers and Directors of the Company

The table below sets out the names and positions of the Named Executive Officers and directors of the Company, as well as their respective number and percentage of (i) Brio Shares, (ii) Brio Options, (iii) Brio Restricted Stock, (iv) Brio RSUs, (v) Brio Historical RSUs and (vi) Brio DSUs held.

Name	Brio Shares[(1)]	Brio Options[(2)]	Brio Restricted Stock[(3)]	Brio RSUs[(4)]	Brio Historical RSUs[(5)]	Brio DSUs[(6)]
Gil Clausen President & Chief Executive Officer	2,144,099 1.84%	241,884 20.87%	375,851 49.16%	-	-	-

Name	Brio Shares[(1)]	Brio Options[(2)]	Brio Restricted Stock[(3)]	Brio RSUs[(4)]	Brio Historical RSUs[(5)]	Brio DSUs[(6)]
Joseph Longpré Chief Financial Officer	5,000 0.004%	147,949 12.77%	-	229,889 57.68%	1,066,049 64.29%	-
Lance Newman Senior Vice President Technical Services	1,066,049 0.91%	117,420 10.13%	182,452 23.87%	-	-	-
Mark Stevens Vice President Exploration	569,483 0.49%	117,420 10.13%	182,452 23.87%	-	-	-
Letitia Wong Vice President, Corporate Development	318 0.0003%	100,824 8.70%	-	156,665 39.31%	592,250 35.71%	-
Sarah Strunk Director	20,000 0.02%	-	-	-	-	43,503 35.71%
John Gravelle Director	-	-	-	-	-	26,102 21.43%
Daniel Racine Director	1,287 0.001%	-	-	-	-	26,102 21.43%
William Washington Director	106,000 0.09%	-	-	-	-	26,102 21.43%

Notes: (1) Based on 116,791,626 issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as at March 12, 2018.
(2) Based on 1,159,020 issued and outstanding Brio Options as at March 12, 2018.
(3) Based on 764,474 issued and outstanding Brio Restricted Stock as at March 12, 2018.
(4) Based on 398,573 issued and outstanding Brio RSUs as at March 12, 2018.
(5) Based on 1,658,299 issued and outstanding Brio Historical RSUs as at March 12, 2018.
(6) Based on 121,809 issued and outstanding Brio DSUs as at March 12, 2018.

5.8.6 Employment Agreements

The Company has entered into employment agreements with each of the Named Executive Officers, which include change of control provisions that provide that in the event that such Named Executive Officer's employment is terminated, or in certain cases, if the Executive Officer elects to resign, in the 12-month period after a "change of control", the Named Executive Officer is entitled to receive the following, respectively:

Name	Title	Estimated Termination Payment
Gil Clausen	President & Chief Executive Officer	US$2,240,000[(1)]
Joseph Longpré	Chief Financial Officer	US$866,250
Lance Newman*	Senior Vice President, Technical Services	US$508,500
Mark Stevens	Vice President, Exploration	US$494,750
Letitia Wong	Vice President, Corporate Development & Corporate Secretary	US$448,000
* before repayment of employee loan in the amount of US$631,141 as of the date of this Circular		

Notes: (1) The termination payment, net of applicable withholdings, to be paid, in lieu of a cash payment, through the issuance of Leagold Shares. In addition, Mr. Clausen has agreed to receive his 2017 short-term incentive bonus and pro-rated 2018 short-term incentive bonus, in aggregate totaling approximately US$419,777 as at May 15, 2018, in the form of Leagold Shares.

If completed, the Arrangement will constitute a "change of control" of the Company and each of the Named Executive Officers is expected to be terminated or resign. As such, each of the Named Executive Officers will be

entitled to the above noted termination payment, which, in the aggregate, constitutes cash consideration in the amount of approximately US$4,557,500[1].

5.8.7 Special Committee Fees

As members of the Special Committee, each of Sarah Strunk (Chair), John Gravelle and William Washington are entitled to be paid the following amounts in connection with serving on the Special Committee: (i) a retainer fee of C$10,000 or C$12,000 in the case of the Chair; (ii) meeting fees of C$500 per meeting of the Special Committee attended by the member in person or by telephone; and (iii) reimbursement of all reasonable out-of-pocket expenses in connection with their service on the Special Committee.

5.8.8 Directors' and Officers' Insurance

The Arrangement Agreement provides that, prior to the Effective Time, Brio Gold may purchase prepaid non-cancellable run-off directors' and officers' liability insurance providing coverage for a period of six years from the Effective Date with respect to claims arising from or related to facts or events which occur on or prior to the Effective Date, provided that the total cost of such run-off directors' and officers' liability insurance shall not exceed 200% of the current annual aggregate premium for directors' and officers' liability insurance currently maintained by Brio Gold and its subsidiaries.

5.8.9 Indemnification of Brio Gold's Employees

The Arrangement Agreement provides that all rights to indemnification existing in favour of present and former directors and officers of Brio Gold (each such present or former director or officer being herein referred to as an "**Indemnified Party**") as provided by any contracts or agreements to which Brio Gold is a party and in effect as of the date of the Arrangement Agreement will survive, and continue in full force and effect following, the completion of the Arrangement, and shall not be modified by such completion. Brio Gold and any successor to Brio Gold shall continue to honour such rights of indemnification and indemnify the Indemnified Parties pursuant thereto, with respect to actions or omissions of the Indemnified Parties occurring prior to the Effective Time, for six years following the Effective Date.

5.8.10 Membership on Leagold Board of Directors

Concurrent with the Effective Date, Gil Clausen, President and Chief Executive Officer of Brio Gold, is expected to be appointed to the Leagold Board to hold office until the next meeting of Leagold Shareholders to, among other things, elect the directors of Leagold for the ensuing year.

5.9 Expenses

The estimated fees, costs and expenses of the Company in connection with the Arrangement contemplated herein including, without limitation, financial advisors' fees, filing fees, special committee, legal and accounting fees and printing and mailing costs are anticipated to be approximately C$7 million, based on certain assumptions.

5.10 Consideration and Procedure for Exchange of Certificates by Shareholders

5.10.1 Letter of Transmittal

Enclosed with this Circular being delivered to registered Shareholders is a Letter of Transmittal which, when properly completed and duly executed and returned together with the certificate(s) representing the Brio Shares and all other required documents and instruments referred to in the Letter of Transmittal or reasonably requested by the Depositary, will enable each registered Shareholder (other than Dissenting Shareholders and with respect to Brio Restricted Stock) to obtain the consideration to which such Shareholder is entitled to receive under the Arrangement.

The Letter of Transmittal contains complete instructions on how to exchange the Brio Share Certificate(s) or DRS Statement(s) for the consideration under the Arrangement. A registered Shareholder will not receive the consideration under the Arrangement until after the Arrangement is completed and the registered Shareholder has returned its properly completed documents, including the Letter of Transmittal, to the Depositary. It is recommended that registered Shareholders complete, sign and return the Letter of Transmittal with accompanying Brio Share Certificate(s), DRS Statement(s) and such other documents and instruments required to the Depositary as soon as possible.

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[1] The Named Executive Officers will also be paid certain other amounts in addition to severance, including unused vacation pay and declared, but unpaid, bonuses from prior years.

5.10.2 Exchange Procedure

Leagold will, following receipt by Brio Gold of the Final Order and Required Regulatory Approvals, ensure that on the Effective Date the Depositary has been provided with sufficient Consideration Securities to satisfy the aggregate securities issuable to Shareholders (other than holders of Brio Restricted Stock) pursuant to the Plan of Arrangement.

Upon the delivery to the Depositary of a duly completed and validly executed Letter of Transmittal, together with one or more Brio Share Certificate(s) or DRS Statement(s) and all other documents that may be required, including as the Depositary may reasonably require:

a) after the Effective Time, a Former Brio Securityholder shall be entitled to receive in exchange for each Brio Share formerly held, the Consideration Securities registered in accordance with the Plan of Arrangement and the instructions in the Letter of Transmittal, representing the consideration that such holder has a right to receive pursuant to the Arrangement; and

b) any Brio Share Certificate or DRS Statement so surrendered shall forthwith be cancelled.

Upon surrender to the Depositary for cancellation of a Brio Share Certificate, together with a duly completed Letter of Transmittal and such other documents and instruments as the Depositary may reasonably require, after the Effective Time, the Depositary shall cause the Consideration Securities to be delivered to such Former Brio Securityholder as instructed by such holder in the Letter of Transmittal and, until so surrendered, each outstanding Brio Share Certificate or DRS Statement shall be deemed, from and after the Effective Time for all purposes, to evidence only the right to receive, upon such surrender, the consideration for each such share pursuant to the Plan of Arrangement.

To the extent that a Shareholder does not comply with this exchange procedure, as described in more detail in Section 4.1 of the Plan of Arrangement (attached as Appendix "C" hereto) on or before the sixth anniversary of the Effective Date, any Brio Share held by such Shareholder shall cease to represent a claim by, or interest of any kind or nature, against or in the Company or Leagold. The consideration that such Shareholder was otherwise entitled to receive shall be deemed to have been surrendered and shall be automatically cancelled.

Shareholders who hold Brio Shares in the name of a broker, investment dealer, bank, trust company or other intermediary should contact their Intermediary for instructions and assistance in providing details for registration and delivery of the Leagold Shares to which the registered holder is entitled.

If any Brio Share Certificate that immediately prior to the Effective Time represented one or more outstanding Brio Shares that were cancelled pursuant to the Plan of Arrangement has been lost, stolen or destroyed, then the Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depositary. Upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, and, upon contacting the Depositary, the Depositary will, in exchange for such lost, stolen or destroyed certificate, issue the consideration deliverable in accordance with such Shareholder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom such consideration is to be delivered must, as a condition precedent to the delivery thereof, give a bond satisfactory to Leagold and the Depositary in such sum as Leagold may direct, or otherwise indemnify Leagold and Brio Gold in a manner satisfactory to them against any claim that may be made against Leagold and Brio Gold with respect to the certificate alleged to have been lost, stolen or destroyed.

Settlement with persons who deposit Brio Shares will be effected by the Depositary forwarding written evidence of the book entry issuance in uncertificated form of, or certificates representing, the consideration by first class mail.

5.10.3 Withholding Rights

Pursuant to the Plan of Arrangement, the Company, Leagold and the Depositary will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any securityholder of the Company under the Plan of Arrangement such amounts as the Company, Leagold or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the *Income Tax Act* (Canada) (the "**Tax Act**"), the Code, or any provisions of any provincial, state, local or foreign tax law. The statutorily required withholding obligation with regard to any securityholder of the Company or any other person pursuant to the Plan of Arrangement may be satisfied by selling on such person's behalf a portion of the Leagold Shares to be delivered.

For the purposes of such deduction and withholding all withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made. However, the Company and Leagold, as applicable, will not withhold shares where such person to whom such shares would otherwise be delivered has made arrangements to satisfy any withholding taxes, in advance, to the satisfaction of the Company or Leagold, as applicable.

5.10.4 Fractional Shares or Warrants

No fractional Leagold Shares or Consideration Warrants will be issued as consideration under the Arrangement. Any fractional interest in a Leagold Share or a Consideration Warrant that an applicable holder would otherwise be entitled to receive pursuant to the Plan of Arrangement will be rounded down to the next lesser whole number of Leagold Shares or Consideration Warrants, as the case may be.

5.10.5 Depositary

Leagold will retain the services of the Depositary for the receipt of the Letter of Transmittal and the certificates representing Brio Shares (other than with respect to Brio Restricted Stock) from registered Shareholders and for the delivery and payment of the consideration payable for the Brio Shares under the Arrangement. The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities, including liabilities under securities laws and expenses in connection therewith.

5.11 Procedure for Arrangement to Become Effective

The Arrangement is proposed to be carried out pursuant to section 182 of the OBCA. The following procedural steps must be taken in order for the Arrangement to become effective:

a) the Arrangement must be approved by the Shareholders in the manner set forth in the Interim Order;

b) the Court must grant the Final Order approving the Arrangement;

c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and

d) the Final Order and Articles of Arrangement, in the form prescribed by the OBCA, must be filed with the Director under the OBCA.

5.12 Court Approval and Completion of the Arrangement

The Arrangement requires approval by the Court under section 182 of the OBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached to this Circular as Appendix "D".

Subject to the terms of the Arrangement Agreement and the Interim Order, and provided that the Arrangement Resolution receives the required Shareholder approval at the Meeting, the hearing in respect of the Final Order is expected to take place on or about April 17, 2018 (Toronto time) at the Court at 330 University Avenue, Toronto, Ontario at 10:00 a.m. (Eastern time) or as soon thereafter as reasonably practicable.

At the hearing, any Brio Securityholder or any other interested party who wishes to appear or be represented and to present evidence or arguments may do so, subject to filing with the Court and serving upon the Company a Notice of Appearance together with any evidence or materials that such party intends to present to the Court on or before 5:00 p.m. (Toronto time) on April 11, 2018 and satisfying any other requirements of the Court. Service of such notice shall be effected by service upon the lawyers for Brio Gold: Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, Attention: James Doris/Derek Ricci. Such persons should consult with their legal advisors as to the necessary requirements. If the hearing is postponed, adjourned or rescheduled then, subject to further direction of the Court, only those persons having previously served and filed a notice of appearance in compliance with the Interim Order will be given notice of the adjournment.

The Court will consider, among other things, the fairness and reasonableness of the Arrangement and the rights of every person affected. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. If any such amendments are made, depending on the nature of the amendments, the Company and Leagold may not be obligated to complete the transactions contemplated in the Arrangement Agreement.

The Court has been advised that the Final Order will constitute the basis for an exemption from registration under the U.S. Securities Act for the Leagold Shares, the Leagold Arrangement Options and Consideration Warrants to be issued under the Arrangement to Brio Securityholders pursuant to the 3(a)(10) Exemption. The 3(a)(10) Exemption is not available to exempt the issuance of Leagold Shares upon the exercise of the Consideration Warrants and the Leagold Arrangement Options in the United States.

Assuming the Final Order is granted and the other conditions to closing contained in the Arrangement Agreement are satisfied or waived to the extent legally permissible, then Articles of Arrangement will be filed with the Director under the OBCA to give effect to the Arrangement. It is currently anticipated that the Effective Date of the Arrangement will be in Q2 2018, but it is not possible to state with certainty when or if the Effective Date of the Arrangement will occur.

Although Brio Gold's objective is to have the Effective Date occur as soon as possible after the Meeting, the Effective Date could be delayed for a number of reasons, including, but not limited to, an objection before the Court at the hearing of the application for the Final Order or any delay in obtaining any required approvals. Under certain circumstances, the Company and Leagold may determine not to complete the Arrangement without prior notice to or action on the part of Shareholders. See *"The Arrangement Agreement – Termination"*.

5.13 Securities Law and Regulatory Matters

Canadian Securities Law Matters

Status under Canadian Securities Laws

Brio Gold is a reporting issuer in all of the provinces and territories of Canada. The Brio Shares are currently listed on the TSX. Following completion of the Arrangement, Brio Gold will be a wholly-owned subsidiary of Leagold. The Brio Shares will be delisted from the TSX and Leagold will apply to the applicable Canadian securities regulators to have Brio Gold cease to be a reporting issuer. Information pertaining to Leagold is available in Appendix "G" hereto.

Distribution and Resale of Leagold Shares and Consideration Warrants under Canadian Securities Laws

The issuance of the Leagold Shares and Consideration Warrants pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws and is exempt from or otherwise is not subject to the registration requirements under applicable Securities Laws. The Leagold Shares and Consideration Warrants received pursuant to the Arrangement may be resold in each of the provinces and territories of Canada provided that (a) Leagold has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade, (b) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*, (c) no unusual effort is made to prepare the market or to create a demand for the securities, (d) no extraordinary commission or consideration is paid in respect of the trade, and (e) if the selling securityholder is an insider or officer of Leagold, the selling securityholder has no reasonable grounds to believe that Leagold is in default of applicable Canadian Securities Laws. Shareholders should consult their own financial and legal advisors with respect to any restrictions on the resale of Leagold Shares and Consideration Warrants received on completion of the Arrangement.

Brio Gold Shareholder Approval and Minority Approval under MI 61-101

In order to become effective, the Arrangement Resolution will require: (i) the affirmative vote of at least 66⅔% of the votes cast by the Shareholders, voting together as a single class, who vote in person or by proxy at the Meeting; and (ii) the affirmative vote of at least a simple majority of the votes cast by the Shareholders voting together as a single class, who vote in person or by proxy at the Meeting, after excluding the votes cast by such Shareholders who are required to be excluded pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**").

Brio Gold is a reporting issuer in Ontario and other provinces and territories of Canada and is subject to MI 61-101. MI 61-101 regulates insider bids, issuer bids, business combinations and related party transactions to ensure equality of treatment among securityholders, generally by requiring enhanced disclosure, minority securityholder approval and, in certain instances, independent valuations and approval and oversight of certain transactions by a special committee of independent directors. The protections of MI 61-101 generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of security holders without their consent.

MI 61-101 provides that, in certain circumstances, where a "related party" (as defined in MI 61-101) of an issuer is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement transaction (such as the Arrangement), such transaction may be considered a "business combination" for the purposes of MI 61-101 and subject to minority approval requirements.

A "collateral benefit", as defined in MI 61-101, includes any benefit that a related party of the Company (which includes the directors and executive officers of the Company) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of the Company. However, such a benefit will not constitute a "collateral benefit" provided that certain conditions are satisfied.

Under MI 61-101, a benefit received by a related party of the Company is not considered to be a "collateral benefit" if the benefit is received solely in connection with the related party's services as an employee, director or consultant of the Company or an affiliated entity and (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement, (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner, (iii) full particulars of the benefit are disclosed in disclosure document for the transaction, and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially owned or exercised control or direction over less than 1% of the outstanding common shares (as calculated according to MI 61-101), or (B) (x) the related party discloses to an independent committee of the Company the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the common shares beneficially owned by the related party, (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (B) (x), and (z) the independent committee's determination is disclosed in this Circular.

If a "related party" receives a "collateral benefit" in connection with the Arrangement, the Arrangement Resolution will require "minority approval" in accordance with MI 61-101. If "minority approval" is required, the Arrangement Resolution must be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by the "related parties" of the Company who receive a "collateral benefit" in connection with the Arrangement. This approval is in addition to the requirement that the Arrangement Resolution be approved by not less than two-thirds (66 2/3%) of the votes cast by the Shareholders present in person or represented by proxy at the Meeting and entitled to vote.

Certain of the directors and executive officers of the Company hold Brio Historical RSUs, Brio Restricted Stock, Brio RSUs, Brio DSUs and Brio Options. If the Arrangement is completed, the vesting of all Brio Historical RSUs, Brio Restricted Stock, Brio RSUs, Brio DSUs and Brio Options is to be accelerated and such directors and executive officers holding Brio Historical RSUs, Brio Restricted Stock, Brio RSUs, Brio DSUs and Brio Options are entitled to receive cash and equity payments in respect thereof at the Effective Time. In addition, employment agreements with certain executive officers provide that in the event that an executive officer's employment is terminated within a specified period of time in connection with a "change of control", the executive officer is entitled to receive compensation. See "*The Arrangement – Interests of Certain Persons in the Arrangement*". The accelerated vesting and cash payments related to the Brio Historical RSUs, Brio Restricted Stock, Brio RSUs, Brio DSUs and Brio Options and the compensation payable pursuant to the employment agreements may be considered "collateral benefits" received by the applicable directors and executive officers of the Company for the purposes of MI 61-101.

The only directors or executive officers of the Company who are receiving a "collateral benefit" because they are receiving a benefit in connection with the Arrangement and beneficially own or exercise control or direction over more than 1% of the Brio Shares (on a partially diluted basis as calculated according to MI 61-101) are Gil Clausen, Lance Newman and Joseph Longpré. As of March 12, 2018, these directors and executive officers of Brio Gold held, directly or indirectly, as a group, 3,215,148 Brio Shares representing 2.7% of the Brio Shares on a non-diluted basis, broken down as follows:

Name	Brio Shares[(1)]	Brio Restricted Stock	Brio RSUs	Brio Historical RSUs
Gil Clausen President & Chief Executive Officer	2,144,099 1.84%	375,851 49.16%	-	-

Name	Brio Shares[(1)]	Brio Restricted Stock	Brio RSUs	Brio Historical RSUs
Joseph Longpré Chief Financial Officer	5,000 0.004%	-	229,889 57.68%	1,066,049 64.29%
Lance Newman Senior Vice President Technical Services	1,066,049 0.91%	182,452 23.87%	-	-
Total	3,215,148 2.73%	558,303 73.03%	229,889 57.68%	1,066,049 64.29%

Notes: (1) Other than Brio Shares that constitute Brio Restricted Stock.

The Company is not required to obtain a formal valuation under MI 61-101 as no "interested party" (as defined in MI 61-101) of the Company is, as a consequence of the Arrangement, directly or indirectly acquiring the Company or its business or combining with the purchaser and neither the Arrangement nor the transaction contemplated thereunder is a "related party transaction" (as defined in MI 61-101) for which the Company would be required to obtain a formal valuation.

See "*The Arrangement – Interests of Certain Persons in the Arrangement*" for detailed information regarding the benefits and other payments to be received by each of the directors and Named Executive Officers in connection with the Arrangement.

Leagold Shareholder Approval

Pursuant to Section 611(c) of the TSX Company Manual, because the number of Leagold Shares to be issued or issuable as contemplated under the Plan of Arrangement exceeds 25% of the number of Leagold Shares which are outstanding on a non-diluted basis, Leagold is required to seek approval of the Leagold Shareholders of the issuance of the Leagold Shares and Consideration Warrants.

In addition, Yamana is expected to hold approximately 22% of the outstanding Leagold Shares upon completion of the Plan of Arrangement and 29% of the outstanding Leagold Shares assuming Yamana's exercise of the Consideration Warrants acquired under the Plan of Arrangement, assuming Goldcorp does not exercise the Goldcorp Anti-Dilution Right. Accordingly, pursuant to Section 604(a) of the TSX Company Manual, the Arrangement may be deemed to materially affect control of Leagold by virtue of Yamana holding greater than 20% of the outstanding Leagold Shares upon completion of the Arrangement, and therefore Leagold is required to seek approval of the Leagold Shareholders of the Arrangement as a condition of obtaining approval of the TSX.

The TSX has confirmed that Leagold may, in lieu of holding a meeting to seek such Leagold Shareholder approval, obtain the Leagold Shareholder Approval by way of written consent of the Leagold Shareholders holding more than 50% of the Leagold Shares (other than those securities excluded as required by the TSX) and who are familiar with the terms of the Arrangement. Pursuant to the Voting Agreements, Leagold Shareholders holding 57% of the outstanding Leagold Shares have agreed to approve the Plan of Arrangement and matters relating to the Plan of Arrangement, including by way of written resolution in lieu of a meeting.

United States Securities Law Matters

The following discussion is a general overview of certain requirements of U.S. federal securities laws that may be applicable to U.S. Securityholders. The discussion is based in part on non-binding interpretations and no-action letters provided by the staff of the SEC, which do not have the force of law. All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of Leagold securities issued to them under the Arrangement complies with applicable securities legislation. Further information applicable to U.S. Securityholders is disclosed under the heading "*Notice to Shareholders in the United States*".

The following discussion does not address the Canadian securities laws that will apply to the issue or resale of Leagold securities by U.S. Securityholders within Canada. U.S. Securityholders reselling their Leagold Shares in Canada must comply with Canadian securities laws, as outlined elsewhere in this Circular.

Status under U.S. Securities Laws

Each of Brio Gold and Leagold is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act. It is Leagold's intention that the Leagold Shares will be listed for trading on the TSX following completion of the Arrangement. However, there can be no assurance that Leagold will be successful in obtaining such listing. Leagold does not intend to seek a listing for the Consideration Warrants on a stock exchange in Canada. **Furthermore, Leagold does not intend to seek a listing for the Leagold Shares and Consideration Warrants on a stock exchange in the United States.**

Exemption from the Registration Requirements of the U.S. Securities Act for Leagold Securities to be Received under the Arrangement

The Leagold Shares, Consideration Warrants and Leagold Arrangement Options to be received by Brio Securityholders pursuant to the Arrangement have not been and 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 in reliance upon the 3(a)(10) Exemption and exemptions provided under the securities laws of each state of the United States in which U.S. Securityholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities, claims or property interests, or partly in such exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue or distribute securities in such exchange have the right to appear, by a court or by a governmental authority expressly authorized by law to grant such approval. Accordingly, Brio Gold expects that the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the Leagold Shares, Consideration Warrants and Leagold Arrangement Options to be received by Brio Securityholders in connection with the Arrangement pursuant to section 3(a)(10) of the U.S. Securities Act.

Resales of Leagold Securities within the United States after the Completion of the Arrangement

The Leagold Shares and Consideration Warrants issuable to the Brio Securityholders pursuant to the Arrangement will be, upon completion of the Arrangement, freely tradeable under the U.S. Securities Act, except by persons who are "affiliates" of Leagold or have been "affiliates" of Leagold within 90 days of the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that directly or indirectly 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 certain major shareholders of the issuer.

Any resale of Leagold Shares and Consideration Warrants by such an affiliate may be subject to the registration requirements of the U.S. Securities Act, absent an exemption or exclusion therefrom. Subject to certain limitations, affiliates may immediately resell the Leagold Shares and Consideration Warrants outside the United States without registration under the U.S. Securities Act pursuant to Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**"). If available, such affiliates may also resell such Leagold Shares or Consideration Warrants pursuant to Rule 144 under the U.S. Securities Act ("**Rule 144**").

Affiliates – Rule 144

In general, under Rule 144, persons who are "affiliates" of Leagold after the Arrangement or who have been "affiliates" within 90 days of the Effective Date will be entitled to sell the Leagold Shares, Consideration Warrants and Leagold Arrangement Options that they receive in connection with the Arrangement, provided that the number of such securities sold during any three-month period does not exceed the greater of 1% of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange, the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on the period of time that the securities have been held, the manner of sale, notice requirements, aggregation rules and the availability of current public information about Leagold. Persons who are affiliates of Leagold after the Plan of Arrangement will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be affiliates of Leagold.

Affiliates – Regulation S

In general, under Rule 904 of Regulation S, persons who are affiliates of Leagold following the Effective Date solely by virtue of their status as an officer or director of Leagold may sell their the Leagold Shares or Consideration Warrants outside the United States in an "offshore transaction" (which would include a sale through the TSX, if

applicable) if neither the seller, an affiliate nor any person acting on its behalf engages in "directed selling efforts" in the United States and provided that no selling commission, fee or other remuneration is paid in connection with such sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. For purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered". Also, under Regulation S, subject to certain exceptions contained in Regulation S, an "offshore transaction" is a transaction in which the offer of the applicable securities is not made to a person in the United States, and either (a) at the time the buy order is originated, the buyer is outside the United States or the seller reasonably believes that the buyer is outside of the United States, or (b) the transaction is executed in, on or through the facilities of a designated offshore securities market (which would include a sale on the TSX). Certain additional restrictions, set forth in Rule 903 of Regulation S, are applicable to sales outside the United States by a holder of Leagold Shares or Consideration Warrants who is an affiliate of Leagold upon completion of the Arrangement other than by virtue of his or her status as an officer or director of Leagold.

Convertible Securities

The Leagold Shares issuable upon exercise of the Leagold Arrangement Options and the Consideration Warrants (the "**Convertible Securities**") have not been registered under the U.S. Securities Act or under applicable securities laws of any state of the United States. As a result, the Convertible Securities may not be exercised by, or for the account or benefit of, persons in the "United States" or "U.S. persons" (as such terms are defined in Regulation S) unless an exemption from the registration requirements of the U.S. Securities Act and all applicable securities laws of any state of United States is available. Consideration Warrants may only be exercised by (i) persons outside the United States that are not U.S. Persons; (ii) by persons that are "accredited investors" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act; or (iii) by persons who deliver to Leagold an opinion of counsel of recognized standing reasonably satisfactory to Leagold to the effect that the issuance of Leagold Shares upon exercise of the Consideration Warrants does not require registration under the U.S. Securities Act". As a result, U.S. Securityholders that are not accredited investors or are unable to provide such an opinion will not be able to exercise the Consideration Warrants and will need to transfer the Consideration Warrants to a person outside the United States that is not a U.S. Person or to an accredited investor in order to realize the value of the Consideration Warrants. Since the Consideration Warrants will not be listed on any securities exchange, it may be difficult to resell the Consideration Warrants before they expire, or the holder may be required to sell the Consideration Warrants at a discount. Therefore, U.S. Securityholders that are not accredited investors may not be able to realize the full value of the Consideration Warrants. Leagold Shares issued to U.S. Securityholders upon exercise of Leagold Arrangement Options will be issued in reliance on Rule 701 under the U.S. Securities Act (a special exemption available for security-based compensation arrangements). Any Leagold Shares issued upon exercise of the Convertible Securities pursuant to an exemption from the registration requirements of the U.S. Securities Act will be "restricted securities" as defined in Rule 144 under the U.S. Securities Act and will be subject to restrictions on resale imposed by the U.S. Securities Act.

The foregoing discussion is only a general overview of the requirements under the U.S. Securities Act for the resale of the Leagold Shares and Consideration Warrants, and the exercise of the Convertible Securities following the Effective Date. Holders of Leagold securities are urged to seek legal advice prior to any resale or exercise, as applicable, of such securities to ensure that the resale or exercise, as applicable, is made in compliance with the requirements of applicable securities legislation.

Regulatory Matters

To the best of the knowledge of the Company, there are no filings, consents, waiting periods or approvals required to be made with, applicable to, or required to be received from any Governmental Authority prior to the Effective Date in connection with the Arrangement, except as described below and the Court's approval of the Final Order and which is a condition to the completion of the Arrangement. If any additional filings or consents are required, such filings or consents will be sought but these additional requirements could delay the Effective Date or prevent the completion of the Arrangement.

Mexican Regulatory Approval

Article 86 of the *Ley Federal de Competencia Económica* (or *Federal Competition Act*) of Mexico requires the parties to a transaction to submit a pre-merger filing to COFECE.

If a transaction or series of transactions exceeds any of the thresholds set out therein (a "**Mexican Notifiable Transaction**"), the parties to such Mexican Notifiable Transaction cannot complete the transaction until a clearance decision is issued by COFECE or until the relevant review period expires.

After the initial filing, COFECE has 60 business days to issue a decision on the Mexican Notifiable Transaction. The 60 business day review period may recommence if COFECE issues: (i) a request for "basic information" within 10 business days of the date of filing; and/or (ii) a request for "additional information" within 15 business days after (a) the date of filing (if no "basic information" is requested) or (b) the date on which the reply to the basic information request has been duly filed. The 60 business day review period recommences as of the date on which the parties to the transaction submitted the information requested by COFECE and may be extended for an additional 40 business days at the option of COFECE, in cases where it considers that the case is complex and merits further analysis. If COFECE does not respond within the 60 business day review period (or, if applicable, within the extended review period), the Mexican Notifiable Transaction is deemed to be approved.

The Arrangement constitutes a Mexican Notifiable Transaction. Accordingly, later this month, Brio Gold, Leagold and Yamana will submit a pre-merger filing to COFECE in respect of the Arrangement.

PART 6: THE ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following summary of the material terms of the Arrangement Agreement is not comprehensive and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement, a copy of which is available on Brio Gold's SEDAR profile at www.sedar.com, and the Plan of Arrangement, a copy of which is attached as Appendix "C" to this Circular. Shareholders are urged to read the Arrangement Agreement and the Plan of Arrangement in their entirety.

6.1 Representations and Warranties

The Arrangement Agreement contains customary representations and warranties made by each of the Company, on the one hand, and Leagold, on the other hand. Those representations and warranties are made solely for the purposes of the Arrangement Agreement and are subject to important qualifications and limitations agreed to by the Parties in connection with negotiating its terms. Moreover, some of the representations and warranties contained in the Arrangement Agreement are qualified by knowledge or by reference to a contractual standard of materiality (including a Material Adverse Effect) that is different from that generally applicable to public disclosure to Shareholders, or those standards used for the purpose of risk allocation between parties to an agreement. For the foregoing reasons, readers should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise. Shareholders may not directly enforce or rely upon the terms and conditions of the Arrangement Agreement.

The representations and warranties of the Company relate to the following matters: (a) Organization and Qualification; (b) Subsidiaries; (c) Authority Relative to the Arrangement Agreement; (d) Required Approvals; (e) No Violation; (f) Capitalization; (g) Shareholder and Similar Agreements; (h) Reporting Issuer Status and Securities Law Matters; (i) Financial Statements and Internal Control over Financial Reporting; (j) Undisclosed Liabilities; (k) Auditors; (l) Absence of Certain Changes; (m) Derivative Transactions; (n) Compliance with Laws; (o) Permits; (p) Litigation; (q) Insolvency; (r) Interests in Brio Properties; (s) Expropriation; (t) Brio Technical Reports; (u) Taxes; (v) Contracts; (w) Employees; (x) Employment Agreements; (y) Acceleration of Benefits; (z) Employee Benefits; (aa) Environmental; (bb) Insurance; (cc) Books and Records; (dd) Non-Arm's Length Transactions; (ee) Financial Advisors and Brokers; (ff) Opinions of Financial Advisor; (gg) Brio Special Committee and Brio Board Approval; (hh) Arrangements with Securityholders; (ii) Confidentiality Agreements; and (jj) Competition Act.

The representations and warranties of Leagold relate to the following matters: (a) Organization and Qualification; (b) Subsidiaries; (c) Authority Relative to the Arrangement Agreement; (d) Required Approvals; (e) No Violation; (f) Capitalization; (g) Shareholder and Similar Agreements; (h) Reporting Issuer Status and Securities Law Matters; (i) Financial Statements and Internal Control over Financial Reporting; (j) Undisclosed Liabilities; (k) Auditors; (l) Absence of Certain Changes; (m) Derivative Transactions; (n) Compliance with Laws; (o) Permits; (p) Litigation; (q) Insolvency; (r) Interests in Leagold Properties; (s) Expropriation; (t) Leagold Technical Reports; (u) Taxes; (v) Contracts; (w) Acceleration of Benefits; (x) Environmental; (y) Insurance; (z) Books and Records; (aa) Non-Arm's Length Transactions; (bb) Financial Advisors and Brokers; (cc) Arrangements with Securityholders; (dd) Voting Agreements; (ee) Canadian Corporation; (ff) Competition Act; (gg) Investment Canada Act; and (hh) No "Collateral Benefit".

The representations and warranties of the parties contained in the Arrangement Agreement will not survive the completion of the Arrangement and expire and terminate on the earlier of the Effective Time and the date on which the Arrangement Agreement is terminated in accordance with its terms.

6.2 Conditions Precedent

6.2.1 Mutual Conditions Precedent

The Arrangement Agreement provides that completion of the Arrangement is subject to the satisfaction, or mutual waiver, of a number of conditions precedent at or before the Effective Date, which may only be waived, in whole or in part, by mutual consent of Leagold and the Company, including:

(a) the Arrangement Resolution has been approved by the Shareholders at the Meeting, in accordance with the Interim Order and applicable Laws;

(b) each of the Interim Order and Final Order:

a. has been obtained in form and substance satisfactory to each of the Company and Leagold, each acting reasonably; and

b. has not been set aside or modified in any manner unacceptable to either the Company or Leagold, each acting reasonably on appeal or otherwise;

(c) the Leagold Shareholder Approval shall have been obtained;

(d) the issuance of the Consideration Securities and Leagold Arrangement Options is exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof;

(e) all Required Regulatory Approvals shall have been obtained or made and remain in force and effect;

(f) no Law has been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken, or be pending or threatened under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that:

a. makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement or the payment of the Consideration Securities;

b. prohibits, restricts or imposes terms or conditions (beyond those terms and conditions which Leagold is required to accept pursuant to the terms of the Arrangement) on the ownership or operation by Leagold of the business or assets of Leagold, their affiliates and related entities, the Company or any of the Company's subsidiaries and related entities;

c. compels Leagold to dispose of or hold separate any of the business or assets of Leagold, their affiliates and related entities, the Company or any of the Company's subsidiaries and related entities as a result of the Arrangement; or

d. prevents or materially delays the consummation of the Arrangement, or if the Arrangement were to be consummated, has a Material Adverse Effect in relation to the Company;

(g) the Articles of Arrangement, to be sent to and filed with the Director in accordance with the Arrangement Agreement and the OBCA, are in form and content satisfactory to the Company and Leagold, each acting reasonably; and

(h) the Arrangement Agreement has not been terminated in accordance with its terms.

6.2.2 Additional Conditions Precedent to the Obligations of Brio Gold

The Arrangement Agreement provides that the Company's obligation to complete the Arrangement is also subject to the satisfaction, or waiver by the Company, of a number of additional conditions at or before the Effective Date, each of which may only be waived, in whole or in part, by the Company, including:

(a) Leagold has complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties of Leagold in the Arrangement Agreement are true and correct (disregarding for this purpose all materiality or Material Adverse Effect qualifications in relation to Leagold contained therein) at and as of the date of the Arrangement Agreement and the Effective Date as if made on and as of such date (except for such representations and warranties which are made as of another specified date, in which case such representations and warranties shall have been true and correct as of that date) except for breaches of representations and warranties (other than the Leagold Fundamental Representations) which have not had and would not reasonably be expected to:

a. have, individually or in the aggregate, a Material Adverse Effect in relation to Leagold; or

b. prevent, significantly impede or materially delay the completion of the Arrangement;

it being understood that it is a separate condition precedent to the obligations of the Company under the Arrangement Agreement that the Leagold Fundamental Representations be accurate in all respects (except for *de minimis* inaccuracies) when made and as of the Effective Date;

(c) no:

a. Law has been enacted, issued, promulgated, enforced, made, entered, issued or applied; or

b. Proceeding has been taken, or is pending or threatened under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent),

that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;

(d) Leagold has complied with its obligations with respect to payment of the Consideration Securities and the Depositary shall have confirmed receipt of the Consideration Securities;

(e) the Company has received a certificate of Leagold:

a. signed by a senior officer of Leagold; and

b. dated the Effective Date,

certifying that the conditions set out in the Arrangement Agreement have been satisfied, which certificate will cease to have any force and effect after the Effective Time; and

(f) there has not occurred, prior to the Effective Time:

a. a Material Adverse Effect in relation to Leagold; or

b. any event, occurrence, circumstance or development that could reasonably be expected to have a Material Adverse Effect in relation to Leagold.

6.2.3 Additional Conditions Precedent to the Obligations of Leagold

The Arrangement Agreement provides that Leagold's obligation to complete the Arrangement is also subject to the satisfaction, or waiver by Leagold, of a number of additional conditions at or before the Effective Date, each of which may only be waived, in whole or in part, by Leagold, including:

(a) the Company has complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties of the Company in the Arrangement Agreement shall be true and correct (disregarding for this purpose all materiality or Material Adverse Effect qualifications in relation to the Company contained therein) at and as of the date of the Arrangement Agreement and the Effective Date as if made on and as of such date (except for such representations and warranties which are made as of another specified date, in which case such representations and warranties shall have been true and correct

as of that date) except for breaches of representations and warranties (other than the Brio Fundamental Representations) which have not had and would not reasonably be expected to:

a. have, individually or in the aggregate, a Material Adverse Effect in relation to the Company; or

b. prevent, significantly impede or materially delay the completion of the Arrangement;

it being understood that it is a separate condition precedent to the obligations of Leagold under the Arrangement Agreement that the Brio Fundamental Representations be accurate in all respects (except for *de minimis* inaccuracies) when made and as of the Effective Date;

(c) Leagold shall have received a certificate of the Company:

a. signed by a senior officer of the Company; and

b. dated the Effective Date,

certifying that the conditions set out in the Arrangement Agreement have been satisfied, which certificate will cease to have any force and effect after the Effective Time;

(d) there has not occurred, prior to the Effective Time:

a. a Material Adverse Effect in relation to the Company; or

b. any event, occurrence, circumstance or development that could reasonably be expected to have a Material Adverse Effect in relation to the Company; and

(e) in connection with the Arrangement, the Brio Shares in respect of which Shareholders have either:

a. exercised Dissent Rights (which have not been withdrawn); or

b. have instituted proceedings to exercise Dissent Rights (which have not been withdrawn),

do not exceed 7.5% of the Brio Shares then outstanding.

6.3 Covenants

Each of the Company and Leagold has agreed to certain covenants under the Arrangement Agreement, including customary negative and affirmative covenants relating to the operation of their respective businesses during the period prior to the Effective Date, and using commercially reasonable efforts to satisfy the conditions precedent to their respective obligations under the Arrangement Agreement. Leagold has also covenanted to use commercially reasonable efforts to obtain the approval of the TSX to permit Leagold to proceed to obtain the Leagold Shareholder Approval without holding a meeting of the holders of Leagold Shares and to, as soon as reasonably practical after receiving such approval, to obtain the Leagold Shareholder Approval through the obtaining of written consents from the Leagold Shareholders who are party to the Voting Agreements.

6.4 Acquisition Proposals and Superior Proposals

Except as permitted in the Arrangement Agreement, until the earlier of the Effective Time or the date, if any, on which the Arrangement Agreement is terminated, the Company and its subsidiaries, and Leagold and its subsidiaries, shall not, directly or indirectly, through any of their representatives or otherwise, and shall not permit any such person to:

i. make, initiate, solicit or encourage (including by way of furnishing or affording access to information or any site visit), or otherwise take any other action that facilitates, directly or indirectly, any inquiry, proposal or offer that constitutes, or that could reasonably be expected to lead to, an Acquisition Proposal;

ii. enter into or otherwise engage or participate in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than Leagold and its subsidiaries, or the Company and its subsidiaries, as applicable) regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal provided, however, that the Company or Leagold, as applicable, or their respective representatives may communicate with such person

for the sole purpose of advising such person that the terms of such Acquisition Proposal do not constitute or are not reasonably likely to result in a Superior Proposal;

iii. accept, approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal for a period exceeding five Business Days (or, if the Meeting, or the meeting to obtain Leagold Shareholder Approval, is scheduled to occur within such five Business Day period, then for a period beyond the fifth Business Day prior to the date of the Meeting, or the meeting to obtain Leagold Shareholder Approval), or publicly propose or announce its intention to do any of the foregoing;

iv. make or propose publicly to make a Change of Recommendation (with such definition to be modified, *mutatis mutandis*, in the case of Leagold);

v. accept, enter into, or propose publicly to accept or enter into, any agreement, understanding or arrangement effecting or related to any Acquisition Proposal or potential Acquisition Proposal (other than a confidentiality agreement permitted by and entered into in accordance with the Arrangement Agreement); or

vi. make any public announcement or take any other action inconsistent with the approval, recommendation or declaration of advisability of the Board or the Leagold Board, as applicable, of the transactions contemplated in the Arrangement Agreement.

Each of the Company and Leagold and its representatives will, and will cause its subsidiaries and their representatives, to immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion or negotiations with any person (other than Leagold and its representatives, or the Company and its representatives, as applicable) with respect to any Acquisition Proposal or inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal and, each of the Company and Leagold, as applicable, will:

i. immediately discontinue access of any such person to any confidential information concerning the Company and its subsidiaries, or Leagold and its subsidiaries; and

ii. within two Business Days after the date of the Arrangement Agreement, to the extent such information has not previously been returned or destroyed, promptly request, and exercise all rights it has to require, the return or destruction of all copies of any confidential information regarding the Company and its subsidiaries, or Leagold and its subsidiaries, provided to any person (other than Leagold and its representatives, or the Company and its representatives) in connection with any potential Acquisition Proposal and the return or destruction of all material including or incorporating or otherwise reflecting such confidential information, using commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights.

The Company represents and warrants that neither the Company nor any of its subsidiaries, and Leagold represents and warrants that neither Leagold nor any of its subsidiaries, has waived any confidentiality, standstill or similar agreement or restriction to which it or any subsidiary is a party and further covenants and agrees:

i. not to release (or allow any of its subsidiaries to release) any person from, grant any permission under or terminate, modify, amend or waive the terms of, any confidentiality agreement or standstill agreement or standstill or similar provisions in any such confidentiality agreement (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement pursuant to the terms of such agreement, as a result of the entering into an announcement of the Arrangement Agreement shall not be a violation); and

ii. to, and to cause each of its subsidiaries to, take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the Company or any of its subsidiaries, or Leagold or any of its subsidiaries, as applicable, is a party.

Each of the Company and Leagold will:

i. promptly (and, in any event, within 24 hours) notify the other Party, at first orally and thereafter in writing, of: (a) any Acquisition Proposal (whether or not in writing); (b) any inquiry, proposal or offer (whether or not in writing) that could reasonably be expected to lead to an Acquisition Proposal; and (c) any request received by it or any of its subsidiaries or any of their representatives for (i) non-public information relating to the Company (or any of its subsidiaries) or Leagold (or any of its subsidiaries), as applicable; or (ii) access to the properties, books or records of the Company (or any of its subsidiaries) or Leagold (or any of its subsidiaries), by any person, in connection with, or that could reasonably be expected to result in, an Acquisition Proposal;

ii. include in the written notification contemplated in Section 5.1(d)(i) of the Arrangement Agreement: (a) a copy of the Acquisition Proposal, inquiry, proposal, offer or request; (b) a description of its material terms and conditions; and (c) the identity of all persons making such Acquisition Proposal, inquiry, proposal, offer or request;
iii. promptly provide to the other Party such other information concerning such Acquisition Proposal, inquiry, proposal, offer or request as such other Party may reasonably request; and
iv. promptly inform the other Party of the status and details (including all amendments, changes or other modifications) of any such Acquisition Proposal, inquiry, proposal, offer or request.

Notwithstanding anything to the contrary contained in the Arrangement Agreement, if the Company or Leagold receives a *bona fide* written Acquisition Proposal from any person prior to the Meeting or prior to obtaining the Leagold Shareholder Approval, as applicable, that did not result from a breach of Section 5.1 of the Arrangement Agreement, and subject to the Company's or Leagold's compliance with Section 5.1(d) of the Arrangement Agreement, the Company or Leagold, and their respective representatives, may contact such person solely to clarify the terms and conditions of such Acquisition Proposal, furnish information with respect to it to such person pursuant to a confidentiality or other non-disclosure agreement, which, taken as a whole, is substantially similar to the Confidentiality Agreement and shall contain confidentiality restrictions and a customary standstill or similar provision, and participate in discussions or negotiations regarding such Acquisition Proposal, if and only if:

i. prior to any such contacting, furnishing or participation described above, the board of directors of the Party determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal is or could reasonably be expected to result in a Superior Proposal;
ii. such person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality agreement, standstill, permitted use, business purpose or similar restriction;
iii. if applicable, such person has delivered to the Company or Leagold, as applicable, a waiver of the terms of any pre-existing confidentiality agreement;
iv. the Company or Leagold, as applicable, has been, and continues to be, in compliance with its obligations under Article 5 of the Arrangement Agreement; and
v. prior to or concurrently with providing any such copies, access, or disclosure, the Company or Leagold: (a) enters into and provides a copy of the confidentiality agreement to the other party promptly (and in any event within 24 hours thereafter) upon its execution; and (b) contemporaneously provides to the other party any non-public information concerning such party that is provided to such person which was not previously provided to Leagold or the Company, or their respective representatives.

Except as expressly permitted by the Arrangement Agreement, neither board of directors of either Party, nor any committee thereof will permit such Party to accept or enter into any Acquisition Agreement:

i. requiring such Party to abandon, terminate or fail to consummate the Arrangement; or
ii. providing for the payment of any break, termination or other fees or expenses to any person proposing an Acquisition Proposal if such party completes the transactions contemplated hereby or any other transaction with the other party or any of its affiliates.

If the Company or Leagold receives a *bona fide* Acquisition Proposal that is a Superior Proposal from any person prior to the Meeting or prior to obtaining the Leagold Shareholder Approval, as applicable, then the board of directors of such Party may, prior to the Meeting or prior to obtaining the Leagold Shareholder Approval, withdraw, modify, qualify or change in a manner adverse to the other party its approval or recommendation of the Arrangement and/or approve or recommend such Superior Proposal and/or enter into a Permitted Acquisition Agreement with respect to such Superior Proposal, if and only if:

i. the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, use, business purpose or similar restriction with the Company or any of its subsidiaries or Leagold or any of its subsidiaries, as applicable;
ii. such Party did not breach any provision of Section 5.1 of the Arrangement Agreement in connection with the preparation or making of such Acquisition Proposal and such Party has been and continues to be in compliance with Section 5.1 of the Arrangement Agreement;
iii. such party has given written notice to the other party:
    a. that it has received such Superior Proposal and that the board of directors of such Party has determined that: (i) such Acquisition Proposal constitutes a Superior Proposal; and (ii) the board of directors of such Party intends to either withdraw, modify, qualify or change in a manner adverse to the other party its approval or recommendation of the Arrangement, and/or enter into a Permitted Acquisition Agreement with respect to such Superior Proposal; and

b. from the board of directors of such Party regarding the value or the range of value that the board of directors of such Party, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under any such Acquisition Proposal;

iv. such Party has provided the other Party with a copy of the Permitted Acquisition Agreement;

v. a period of at least five Business Days (such period being the "**Superior Proposal Notice Period**") has elapsed from the later of: (a) the date the Company or Leagold received the notice from the other party referred to in (iii); and (b) the date on which the Company or Leagold received the copy of the Permitted Acquisition Agreement;

vi. during any Superior Proposal Notice Period, the other Party has had the opportunity, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal; and

vii. after the Superior Proposal Notice Period, the board of directors of such Party has determined, in accordance with Section 5.1(h) of the Arrangement Agreement, that:

a. such Acquisition Proposal remains a Superior Proposal compared to the Arrangement as proposed to be amended by the other Party; and

b. the failure by the board of directors of such Party to recommend that the Company or Leagold, as applicable, enter into a Permitted Acquisition Agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties.

During the Superior Proposal Notice Period:

i. the Board or the Leagold Board, as applicable, will review in good faith any offer made by the other Party to amend the terms of this Agreement and the Arrangement in order to determine, in consultation with its financial advisors and outside legal counsel, whether the proposed amendments would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal;

ii. subject to the Company's or Leagold's disclosure obligations under applicable Securities Laws: (a) the fact of the making of; and (b) each of the terms of, any such proposed amendments, shall be kept strictly confidential and shall not be disclosed to any person (including without limitation, the person having made the Superior Proposal), other than such Party's representatives, without the other Party's prior written consent;

iii. if the Board or the Leagold Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of the amendments proposed by the other Party, then such Party will: (a) forthwith so advise the other party; and (b) promptly thereafter accept the offer by the other Party to amend the terms of this Agreement, and the Arrangement, and the Parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing; and

iv. if the Board or the Leagold Board: (a) continues to believe in good faith, after consultation with its financial advisors and outside legal counsel, that such a Permitted Acquisition Agreement remains a Superior Proposal; and therefore rejects the other Party's offer to amend this Agreement and the Arrangement, if any, then such Party may, subject to compliance with the other provisions hereof, enter into the Permitted Acquisition Agreement in respect of such Superior Proposal.

Each successive modification of any Superior Proposal shall:

i. constitute a new Superior Proposal for the purposes of Section 5.1(h) of the Arrangement Agreement; and

ii. require a new three Business Day Superior Proposal Notice Period from the later of (a) the date on which the Company or Leagold, as applicable, received the notice from the other Party referred to in Section 5.1(g)(iii) of the Arrangement Agreement; and (b) the date on which the Company or Leagold received the copy of the Permitted Acquisition Agreement as set out in Section 5.1(g)(iv) of the Arrangement Agreement.

The Board or the Leagold Board shall reaffirm its recommendation in favour of the Arrangement or the Leagold Shareholder Approval, as applicable, by news release promptly after: (i) the board of directors of such Party has determined that any Acquisition Proposal is not a Superior Proposal, if the Acquisition Proposal has been publicly announced or made; or (ii) the board of directors of such Party makes the determination that an Acquisition Proposal that has been publicly announced or made and which previously constituted a Superior Proposal has ceased to be a Superior Proposal, and such Party shall provide the other Party and its outside legal counsel a reasonable opportunity to review and comment on the form and content of any such news release and give reasonable consideration to all amendments to such news release requested by the other Party and its counsel, such news release to state that the Board or the Leagold Board has determined that such Acquisition Proposal is not a Superior Proposal.

Neither party and/or any of its subsidiaries will become a party to any Brio Contract or Leagold Contract, with any person that limits or prohibits such party from providing:

i. or making available to the other party and its affiliates and representatives any information provided or made available to such person or its officers, directors, employees, consultants, advisors, agents or other representatives (including solicitors, accountants, investment bankers and financial advisors) pursuant to any confidentiality agreement described in Section 5.1 of the Arrangement Agreement; or
ii. the other party and its affiliates and representatives with any other information required to be given to it by such party under Section 5.1 of the Arrangement Agreement.

Notwithstanding any of the provisions of Section 5.1 of the Arrangement Agreement:

i. the Board and the Leagold Board have the right to respond, within the time and in the manner required by applicable Securities Laws, to any take-over bid made for Brio Shares or Leagold Shares that it determines is not a Superior Proposal, provided that the other Party and its counsel has been provided with a reasonable opportunity to review and comment on any such response and the Board or Leagold Board shall give reasonable consideration to such comments;
ii. prior to the Meeting or prior to obtaining the Leagold Shareholder Approval, Brio Gold and the Board and Leagold and the Leagold Board shall not be prohibited from making any disclosure to Brio Gold Shareholders or Leagold Shareholders if:
    a. a Material Adverse Effect in relation to Leagold or Brio Gold has occurred and is continuing; and
    b. the Board or the Leagold Board has reasonably determined in good faith after consultation with its outside legal counsel that the failure to do so would be inconsistent with the duties of the members of the Board or the Leagold Board under applicable Law; and
iii. prior to the Meeting or prior to obtaining the Leagold Shareholder Approval, Brio Gold and the Board and Leagold and the Leagold Board shall not be prohibited from making a Change of Recommendation (with such definition being modified, *mutatis mutandis*, in the case of Leagold) if:
    a. a Material Adverse Effect in relation to Leagold or Brio Gold has occurred and is continuing; and
    b. the Board or the Leagold Board has reasonably determined in good faith after consultation with its outside legal counsel that the failure to do so would be inconsistent with its fiduciary duties.

Any violation of the restrictions set forth in Article 5 of the Arrangement Agreement by a Party's representatives, its subsidiaries and/or its subsidiaries' representatives shall be deemed a breach of Article 5 by such Party and such Party shall ensure that its subsidiaries and each of their respective representatives are aware of the provisions of Section 5.1 of the Arrangement Agreement.

6.5 Termination

6.5.1 Termination Rights

The Arrangement Agreement (other than certain specified terms which survive) may be terminated at any time prior to the Effective Date:

a) By the mutual written consent of Brio Gold and Leagold;

b) By either Brio Gold or Leagold if:

    a. the Effective Time does not occur on or before the Outside Date provided that this right to terminate the Arrangement Agreement: (i) shall not be available to either Party whose failure to fulfill any of its covenants or obligations or breach of any of its representations and warranties under the Arrangement Agreement is the principal cause of, or resulted in, the failure of the Effective Time to occur by such date; (ii) shall not be available to Brio Gold if the Company has made a Change of Recommendation or has entered into a Permitted Acquisition Agreement prior to the Meeting; and (iii) shall not be available to Leagold if Leagold has made a Change of Recommendation (with such definition being modified, *mutatis mutandis*) or has entered into a Permitted Acquisition Agreement prior to obtaining the Leagold Shareholder Approval;

    b. the Meeting was held and completed and the Arrangement Resolution was not approved by the Brio Gold Shareholders in accordance with applicable Laws and the Interim Order, provided that the Company shall not be entitled to exercise this right to terminate the Arrangement Agreement if Brio Gold has made a Change of Recommendation or has entered into a Permitted Acquisition Agreement prior to the Meeting, or has breached any of its covenants or obligations or is in breach

of any of its representations and warranties under the Arrangement Agreement;

c. the Leagold Shareholder Approval was not obtained on or before the Outside Date provided that Leagold shall not be entitled to exercise this right to terminate the Arrangement Agreement if Leagold has made a Change of Recommendation (with such definition being modified, *mutatis mutandis*) or has entered into a Permitted Acquisition Agreement prior to the special meeting of the Leagold Shareholders or has breached any of its covenants or obligations or is in breach of any of its representations and warranties under the Arrangement Agreement; or

d. any Law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such Law becomes final and non-appealable, provided that this right to terminate the Arrangement Agreement shall not be available to either Party unless such Party has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement;

c) By Leagold if:

a. at any time following the date of the meeting at which the Leagold Shareholder Approval is sought, the Leagold Board has approved and authorized Leagold to enter into a Permitted Acquisition Agreement and the Leagold Shareholder Approval is not obtained at such meeting;

b. prior to the approval of the Arrangement Resolution by the Shareholders, the Board or any committee thereof: (i) fails to publicly make a recommendation that the Shareholders vote in favour of the Arrangement Resolution; (ii) withdraws, modified, qualifies or changes in a manner adverse to Leagold, its approval or recommendation of the Arrangement; (iii) accepts, approves, endorses or recommends any Acquisition Proposal; (iv) takes no position or remains neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal for a period exceeding five Business Days (or, if the Meeting is scheduled to occur within such five Business Day period, then for a period beyond the fifth Business Day prior to the date of the Meeting); or (v) publicly proposes or announces its intention to do any of the foregoing;

c. prior to the approval of the Arrangement Resolution by the Shareholders, Brio Gold accepts, approves or enters into an Acquisition Agreement in respect of any Acquisition Proposal (other than the confidentiality agreement permitted by Section 5.1(e) of the Arrangement Agreement);

d. prior to the Effective Time, Brio Gold intentionally and materially breaches any of its material obligations or material covenants set forth in Section 5.1 of the Arrangement Agreement;

e. at any time prior to the Effective Time, subject to compliance with Section 6.3 of the Arrangement Agreement, Brio Gold breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in Section 7.1 or Section 7.3 of the Arrangement Agreement not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of Section 6.3 of the Arrangement Agreement, provided however that Leagold is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in Section 7.1 or Section 7.2 of the Arrangement Agreement not to be satisfied; or

f. a Material Adverse Effect in respect of Brio Gold has occurred and is continuing; and

d) By Brio Gold if:

a. at any time following the date the Meeting is held, the Board has approved and authorized the Company to enter into a Permitted Acquisition Agreement and the Arrangement Resolution is not approved by the Shareholders in accordance with applicable Laws and the Interim Order;

b. at any time, the Support Agreement between Leagold and Yamana is terminated by Yamana in accordance with its terms in order for Yamana to accept a Superior Proposal;

c. prior to obtaining the Leagold Shareholder Approval, the Leagold Board or any committee thereof makes a Change of Recommendation (with such definition being modified, *mutatis mutandis*);

d. prior to obtaining the Leagold Shareholder Approval, Leagold accepts, approves or enters into an Acquisition Agreement in respect of any Acquisition Proposal (other than the confidentiality agreement permitted by Section 5.1(e) of the Arrangement Agreement);

e. prior to the Effective Time, Leagold intentionally and materially breaches any of its material obligations or material covenants set forth in Section 5.1 of the Arrangement Agreement;

f. at any time prior to the Effective Time, subject to compliance with Section 6.3 of the Arrangement Agreement, Leagold breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in Section 7.1 or Section 7.3 of the Arrangement Agreement not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of Section 6.3 of the Arrangement Agreement, provided however that Brio Gold is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in Section 7.1 or Section 7.2 of the Arrangement Agreement not to be satisfied; or

g. a Material Adverse Effect in respect of Leagold has occurred and is continuing.

6.5.2 Void Upon Termination

If the Arrangement Agreement is terminated then the Arrangement Agreement is void and of no force and effect, and Brio Gold will have no liability or further obligation to Leagold, and Leagold will have no liability or further obligation to Brio Gold, under the Arrangement Agreement, provided that the provisions of Section 6.2, Section 5.2, Section 5.3 and Article 8 (other than Section 8.6 and Section 8.9) of the Arrangement Agreement will survive any termination of the Arrangement Agreement. However, neither Party shall be relieved from any liability for any intentional or wilful breach by it of the Arrangement Agreement, including any intentional or wilful making of a misrepresentation in the Arrangement Agreement.

The Confidentiality Agreement will survive any termination of the Arrangement Agreement.

6.5.3 Notice and Cure Provisions

If either Party determines, at any time prior to the Effective Time, that it intends to refuse to complete the transactions contemplated under the Arrangement Agreement because of any unfilled or unperformed condition contained in the Arrangement Agreement, then such Party will so notify the other Party upon making such determination, in order that the other Party has the right and opportunity to take such steps, at its own expense, as may be necessary for the purposes of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Outside Date.

Neither Brio Gold nor Leagold may elect not to complete the transactions contemplated under the Arrangement Agreement pursuant to the conditions precedent contained in Article 7 of the Arrangement Agreement or exercise any termination right arising therefrom, and no payments will be payable as a result of such election pursuant to Article 7 of the Arrangement Agreement unless forthwith, and in any event prior to the Effective Time, the Party intending to rely thereon has given a written notice to the other Party.

If the required notice is duly given, then provided that the other Party is proceeding diligently to cure such matter (and if such matter is susceptible to being cured), the Party giving such notice may not terminate the Arrangement Agreement as a result of such matter until the earlier of the Outside Date and 30 Business Days from such notice. If notice is given prior to the Meeting, then the Meeting, unless the Parties otherwise agree, will be postponed or adjourned until the expiry of such period.

6.6 Expense Reimbursements

6.6.1 Brio Gold Expense Reimbursement

The Company will be obligated to pay to Leagold, within two Business Days, an aggregate amount in immediately available funds equal to US$3,000,000, representing an expense reimbursement, in the event that the Arrangement Agreement is terminated:

a) by Brio Gold or Leagold in the event that the Meeting is held and the Arrangement Resolution is not approved by the Shareholders in accordance with applicable Laws and the Interim Order;

b) by Leagold in the event that prior to the approval of the Arrangement Resolution by the Shareholders the Board or any committee thereof makes a Change of Recommendation;

c) by Leagold in the event that prior to the approval of the Arrangement Resolution by the Shareholders, Brio Gold accepts, approves or enters into an Acquisition Agreement in respect of any Acquisition Proposal other than the permitted confidentiality agreement under the Arrangement Agreement;

d) by Leagold in the event that prior to the Effective Time, Brio Gold intentionally and materially breaches any of its material obligations or material covenants under the Arrangement Agreement; or

e) by Leagold in the event that at any time prior to the Effective Time, Brio Gold breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in Section 7.1 or Section 7.3 of the Arrangement Agreement not to be satisfied and such breach is incapable of being cured or is not cured, provided however that Leagold is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in Section 7.1 or Section 7.2 of the Arrangement Agreement not to be satisfied.

In the event that the Company terminates the Arrangement Agreement (i) due to the approval of the Board, following the Meeting, to authorize the Company to enter into a Permitted Acquisition Agreement and the Arrangement Resolution is not approved by the Shareholders, or (ii) due to the Support Agreement between Leagold and Yamana being terminated in order for Yamana to accept a Superior Proposal, then Brio Gold shall pay or cause to be paid to Leagold, prior to or concurrent with such termination, the Brio Expense Reimbursement in immediately available funds representing an expense reimbursement.

The Company shall not be obligated to make more than one expense reimbursement payment.

6.6.2 Leagold Expense Reimbursement

Leagold will be obligated to pay to Brio Gold, within two Business Days, an aggregate amount in immediately available funds equal to US$3,000,000, representing an expense reimbursement, in the event that the Arrangement Agreement is terminated:

a) by Brio Gold or Leagold in the event that the Leagold Shareholder Approval is not obtained on or before the Outside Date;

b) by Brio Gold in the event that prior to obtaining the Leagold Shareholder Approval the Leagold Board or any committee thereof makes a Change of Recommendation, as such definition is modified, *mutatis mutandis*;

c) by Brio Gold in the event that prior to obtaining the Leagold Shareholder Approval Leagold accepts, approves or enters into an Acquisition Agreement in respect of any Acquisition Proposal other than the permitted confidentiality agreement under the Arrangement Agreement;

d) by Brio Gold in the event that prior to the Effective Time, Leagold intentionally and materially breaches any of its material obligations or material covenants under the Arrangement Agreement; or

e) by Brio Gold in the event that at any time prior to the Effective Time, Leagold breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in Section 7.1 or Section 7.3 of the Arrangement Agreement not to be satisfied and such breach is incapable of being cured or is not cured, provided however that Brio Gold is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in Section 7.1 or Section 7.2 of the Arrangement Agreement not to be satisfied.

In the event that Leagold terminates the Arrangement Agreement due to the approval of the Leagold Board, following the date of the meeting at which the Leagold Shareholder Approval is sought to authorize Leagold to enter into a Permitted Acquisition Agreement and the Leagold Shareholder Approval is not obtained, then Leagold shall pay or cause to be paid to Brio Gold, prior to or concurrent with such termination, the Leagold Expense Reimbursement in immediately available funds representing an expense reimbursement.

Leagold shall not be obligated to make more than one expense reimbursement payment.

6.7 Amendment

The Arrangement Agreement and Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by written agreement of the Parties, without, subject to applicable Laws, further notice to or authorization on the part of the Shareholders, and any such amendment may, without limitation:

a) change the time for the performance of any of the obligations or acts of either of the Parties;

b) waive any inaccuracies in or modify any representation, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto;

c) waive compliance with or modify any of the conditions precedent contained in the Arrangement Agreement; or

d) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties;

provided, however, that no such amendment may reduce or materially affect the consideration to be received by the Shareholders under the Arrangement without their approval at the Meeting or, following the Meeting, without their approval given in the same manner as required by applicable Laws for the approval of the Arrangement as may be required by the Court.

The Plan of Arrangement may be amended, modified or supplemented following the Effective Date unilaterally by Leagold, provided that it concerns a matter which, in the reasonable opinion of Leagold, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the economic interest of any former holder of Brio Shares.

PART 7: RISK FACTORS

In evaluating whether to approve the Arrangement Resolution, Shareholders should carefully consider the following risks related to the Arrangement. Additional risks and uncertainties, including those currently unknown to or considered immaterial by the Company, may also adversely affect the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement.

7.1 Risks Related to the Arrangement

7.1.1 Completion of the Arrangement is Subject to Receipt of Regulatory Approvals and Satisfaction or Waiver of Several Other Conditions

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of the control of the Parties, including (i) obtaining the required approvals of Brio Gold Shareholders and Leagold Shareholders, (ii) the granting of the Final Order by the Court, (iii) the receipt of regulatory approvals, including the COFECE Approval, and (iv) the satisfaction of customary closing conditions. The Governmental Authorities from which the parties will seek certain of these approvals have broad discretion in administering the governing regulations. As a condition to their approval, Governmental Authorities may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of the Company's business after the Effective Date. These requirements, limitations, costs, divestitures or restrictions could jeopardize or delay the consummation of the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement or may reduce the anticipated benefits of the transactions. Further, there can be no certainty, nor can the Company provide any assurance, that the required shareholder approval will be obtained or that the required closing conditions will be satisfied and, if all required consents and approvals are obtained and the closing conditions are satisfied, no assurance can be given as to the terms, conditions and timing of the approvals. The failure of any of these conditions to be satisfied will result in the Arrangement not being completed. Moreover, a substantial delay in obtaining satisfactory approvals could result in the Arrangement not being completed. If the Arrangement is not completed and the Board decides to seek an alternative strategic transaction, there can be no assurance that it will be able to find another party willing to engage in an acceptable transaction. See "*The Arrangement Agreement – Conditions Precedent*" for a discussion of the conditions to the completion of the Arrangement, "*The Arrangement – Court Approval and Completion of the Arrangement*" and "*The Arrangement – Securities Law and Regulatory Matters*".

7.1.2 The Arrangement may be Terminated

Each of Brio Gold and Leagold has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can the Company provide any assurance, that the Arrangement Agreement will not be terminated by either Brio Gold or Leagold before the completion of the Arrangement. For example, each of Brio Gold and Leagold have the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur in respect of Brio Gold or Leagold that constitute a Material Adverse Effect. Although a Material Adverse Effect excludes certain events that are beyond the control of the Parties (such as general changes in the global economy or changes that affect the worldwide gold mining industry generally and which do not have a materially disproportionate effect on Brio Gold or Leagold), there is no assurance that a change having a Material Adverse Effect on Brio Gold or Leagold will not occur, in which case Brio Gold or Leagold could elect to terminate the Arrangement Agreement and the Arrangement would not proceed.

7.1.3 U.S. Securityholders may not be able to exercise their Consideration Warrants

U.S. Securityholders may not be able to realize the full value of the consideration they receive pursuant to the Arrangement. Consideration Warrants may only be exercised by (i) persons outside the United States that are not U.S. Persons; (ii) by persons that are "accredited investors" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act; or (iii) by persons who deliver to Leagold an opinion of counsel of recognized standing reasonably satisfactory to Leagold to the effect that the issuance of Leagold Shares upon exercise of the Consideration Warrants does not require registration under the U.S. Securities Act. As a result, U.S. Securityholders that are not accredited investors or are unable to provide such an opinion will not be able to exercise the Consideration Warrants. Since the Consideration Warrants will not be listed on any securities exchange, it may be difficult to resell the Consideration Warrants before they expire, or the holder may be required to sell the Consideration Warrants at a discount. Therefore, U.S. Securityholders that are not accredited investors may not be able to realize the full value of such warrants.

7.1.4 The Company Will Incur Costs and may Have to Pay the Brio Expense Reimbursement

Certain costs relating to the Arrangement, such as legal, accounting and certain fees relating to the Financial Advisors, must be paid by the Company even if the Arrangement is not completed. If the Arrangement is not completed for certain reasons, the Company may be required to pay the Brio Expense Reimbursement, the result of which could have a material adverse effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations.

7.1.5 Failure to Complete the Arrangement could Negatively Impact the Market Price of the Brio Shares

The Arrangement is subject to certain conditions that may be outside the control of the Company, including, without limitation, the receipt of the Final Order, the COFECE Approval, the Leagold Shareholder Approval, and the approval of the Shareholders of the Arrangement. There can be no certainty that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of the Brio Shares may decline to the extent that the current market price of the Brio Shares reflects a market assumption that the Arrangement will be completed.

7.1.6 The Exchange Ratio is Fixed

The exchange ratio is fixed and will not increase or decrease due to fluctuations in the market price of Leagold Shares or the Brio Shares. The market price of Leagold Shares or Brio Shares could each fluctuate significantly prior to the Effective Date in response to various factors and events, including, without limitation, as a result of the differences between Leagold's and Brio Gold's actual financial or operating results and those expected by investors and analysts, changes in analysts' projections or recommendations, changes in general economic or market conditions, and broad market fluctuations. As a result of such fluctuations, historical market prices are not indicative of future market prices or the market value of Leagold Shares and Consideration Warrants that Shareholders may receive on the Effective Date. There can be no assurance that the market value of Leagold Shares and Consideration Warrants that Shareholders may receive on the Effective Date will equal or exceed the market value of the Brio Shares held by such Shareholders prior to the Effective Date. Similarly, there can be no assurance that the trading price of Leagold Shares will not decline following the completion of the Arrangement.

7.1.7 Brio Gold's Business Relationships may be Subject to Disruption Due to Uncertainty Associated with the Arrangement

Third parties with which the Company currently does business or may do business with in the future, including industry partners, customers and suppliers, may experience uncertainty associated with the Arrangement, including with respect to current or future business relationships with Brio Gold or Leagold. Such uncertainty could have a

material and adverse effect on the business, financial condition, results of operations or prospects of the Company, the combined entity or Amalco.

7.1.8 Mineral Reserve and Mineral Resource Figures Pertaining to Brio Gold's and Leagold's Properties are Only Estimates and are Subject to Revision Based on Developing Information

Information pertaining to Brio Gold's and Leagold's mineral reserves and mineral resources presented in this Circular or incorporated by reference herein are estimates and no assurances can be given as to their accuracy. Such estimates are, in large part, based on interpretations of geological data obtained from drill holes and other sampling techniques. Actual mineralization or formations may be different from those predicted. Mineral reserve and mineral resource estimates are materially dependent on the prevailing price of minerals, including gold, and the cost of recovering and processing minerals at the individual mine sites. Market fluctuations in the price of minerals, including gold, or increases in recovery costs, as well as various short-term operating factors, may cause a mining operation to be unprofitable in any particular accounting period. The estimates of mineral reserves and mineral resources attributable to any specific property of Brio Gold or Leagold are based on accepted engineering and evaluation principles. The estimated amount of contained minerals in proven and probable mineral reserves does not necessarily represent an estimate of a fair market value of the evaluated properties.

7.1.9 Loss of Key Personnel Could Negatively Impact the Company's or the Combined Entity's Future Business and Operations

The success of the combined entity after the completion of the Arrangement will depend, in part, upon its ability to retain key employees, especially during the integration phase of the two businesses. Current and prospective employees of Brio Gold and Leagold might experience uncertainty about their future roles with the combined entity following completion of the Arrangement, which might materially and adversely affect Brio Gold's and Leagold's ability to retain key managers and other employees. If Brio Gold or Leagold lose key personnel or the combined entity is unable to attract, retain and motivate qualified individuals or the associated costs to the combined entity increase significantly, Brio Gold's business or the combined entity's business could be materially and adversely affected.

7.1.10 Termination of the Support Agreements Could Result in Significantly Decreased Support for the Arrangement

Certain Shareholders, including Yamana and each of the senior officers and directors of the Company, representing in aggregate approximately 57.3% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018, have entered into Support Agreements with Leagold to vote their Brio Shares in favour of the Arrangement Resolution. Any Support Agreement may be terminated if any of the representations and warranties provided by the parties thereto are not true and correct or if any of the parties thereto have not complied with their covenants under the Support Agreement in all material respects. Termination of the Support Agreements could result in significantly decreased support for the Arrangement and could result in the Arrangement not being completed.

Yamana is a significant shareholder of Brio Gold, holding approximately 54% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as of the close of business on March 12, 2018. Yamana may terminate the Support Agreement to which it is party in order to accept a superior offer, subject to a right to match in favour of Leagold. Leagold has also entered into Voting Agreements with Goldcorp and Orion Mine Finance Management II Limited, which held approximately 22.9% and 16.1% of the issued and outstanding Leagold Shares, respectively, as at March 12, 2018. Pursuant to the Voting Agreements, Leagold Shareholders holding 57% of the outstanding Leagold Shares have agreed to approve the Plan of Arrangement and matters relating to the Plan of Arrangement, including by way of written resolution in lieu of a meeting. Termination of any of the Voting Agreements could result in failure to obtain the required Leagold Shareholder Approval and could lead to non-completion of the Arrangement.

7.1.11 Goldcorp May Exercise its Anti-Dilution Rights with Respect to Leagold Shares

An investor agreement between Goldcorp and Leagold provides Goldcorp with a right to maintain its current percentage ownership of the issued and outstanding Leagold Shares in the event that Leagold issues any equity securities, including warrants, pursuant to a non-cash transaction such as the Arrangement (the "**Goldcorp Anti-Dilution Right**"). Concurrently with the completion of the Arrangement, Goldcorp will be entitled to subscribe for such number of Leagold Shares, in cash at a price equal to the fair market value of the Leagold Shares under the Arrangement, as shall allow Goldcorp and its affiliates to maintain the percentage ownership held by them immediately prior to the Effective Date. The Goldcorp Anti-Dilution Right terminates at the time that Goldcorp ceases to hold at least 10% of the outstanding Leagold Shares for a continuous period of at least 30 days.

Assuming Goldcorp does not exercise the Goldcorp Anti-Dilution Right with respect to Leagold Shares in connection with the Arrangement, Brio Gold Shareholders and Leagold Shareholders are expected to own approximately 42% and 58%, respectively, of Leagold upon completion of the Arrangement. Shareholders should be aware that if Goldcorp exercises the Goldcorp Anti-Dilution Right, the percentage of Leagold Shares held by Shareholders may be significantly diluted compared to the figures quoted above.

7.1.12 While the Arrangement is Pending, the Company is Restricted from Taking Certain Actions Under the Arrangement Agreement

The Arrangement Agreement restricts Brio Gold from taking specified actions until the Arrangement is completed. These restrictions may prevent Brio Gold from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

7.1.13 The Company's Directors and Executive Officers Have Interests in the Arrangement in Addition to those of the Company's Shareholders

Certain directors and executive officers of the Company have financial and other interests in the Arrangement that may be different from, or in addition to, the interests of Shareholders generally including, but not limited to, those interests discussed under the heading "*The Arrangement – Interests of Certain Persons in the Arrangement*". In considering the recommendation of the Board to vote in favour of the Arrangement Resolution, Shareholders should consider these interests.

7.1.14 The Arrangement will Affect the Rights of the Company's Shareholders

Following the completion of the Arrangement, Shareholders will no longer have an interest in the Company, its assets, revenues or profits. In the event that the value of Company's assets or business, prior, at or after the Effective Date, exceeds the implied value of the Company under the Arrangement, the Shareholders will not be entitled to additional consideration for their Brio Shares.

7.2 Risks Related to the Company

If the Arrangement is not completed, the Company will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the Company's AIF and MD&A for the year ended December 31, 2017, which are available under the Company's profile on SEDAR at www.sedar.com and on the Company's website at http://www.briogoldinc.com/investors/financials/.

PART 8: CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Davies Ward Phillips & Vineberg LLP, Canadian counsel to Brio Gold, the following summary describes, as of the date of this Circular, the principal Canadian federal income tax considerations generally applicable under the Tax Act in respect of the Arrangement to a beneficial owner of Brio Shares (other than Brio Restricted Stock) who, at all relevant times, for purposes of the Tax Act: (i) deals at arm's length with Brio Gold, Leagold, Amalgamation Sub and Amalco (a "**Holder**"). This summary does not address the tax considerations applicable to holders of Brio Options, Brio RSUs, Brio DSUs or Brio Restricted Stock. Such holders should consult their own legal and tax advisors.

This summary is based upon the provisions of the Tax Act and the regulations thereunder (the "**Regulations**"), in force as of the date hereof, all specific proposals to amend the Tax Act or the Regulations that have been publicly announced prior to the date hereof (the "**Proposed Amendments**"), and counsel's understanding of the current published administrative practices of the Canada Revenue Agency. This summary assumes that the Proposed Amendments will be enacted in the form proposed; however, no assurance can be given that the Proposed Amendments will be enacted in the form proposed, if at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not take into account any changes in the law, whether by legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ from those discussed herein.

This summary is of a general nature only and 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 to any Holder are made. Consequently, Holders should consult their own tax advisors for advice with respect to the tax consequences to them of the Arrangement, having regard to their particular circumstances. This summary does not address any tax considerations applicable to persons other than Holders and such persons should consult their own tax advisors regarding the consequences to them of the Arrangement in their particular circumstances.

8.1 Residents of Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times for the purposes of the Tax Act, (a) is, or is deemed to be, resident in Canada, (b) holds Brio Shares, and will hold Brio Warrants and the Consideration Securities received under the Arrangement as capital property, and (c) is not affiliated with Brio Gold, Leagold, Amalgamation Sub or Amalco (a "**Resident Holder**"). Brio Shares, Brio Warrants and Consideration Securities will generally be considered to be capital property to a Resident Holder, unless the shares are held in the course of carrying on a business or as part of an adventure or concern in the nature of trade. Certain Resident Holders whose Brio Shares do not otherwise qualify as capital property may, in certain circumstances, make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Brio Shares, Leagold Shares to be acquired under the Arrangement and every other "Canadian security" (as defined in the Tax Act) owned by such holder in the taxation year of the election and in all subsequent taxation years be deemed to be capital property. The election under subsection 39(4) of the Tax Act is not available in respect of Brio Warrants or Consideration Warrants. Resident Holders are advised to consult their own tax advisors to determine whether such an election is available and desirable in their particular circumstances.

This summary is not applicable to a Resident Holder: (i) that is a "financial institution" for the purposes of the "mark-to-market" rules contained in the Tax Act; (ii) that is a "specified financial institution"; (iii) an interest in which is a "tax shelter investment"; (iv) that has elected to report its "Canadian tax results" in a currency other than Canadian currency; (v) that has entered or will enter into a "derivative forward agreement" in respect of Brio Shares, Brio Warrants or Consideration Securities; or (vi) that is a corporation and is, or becomes as part of a transaction or event or series of transactions or events that includes the acquisition of Brio Shares or Leagold Shares, controlled by a non-resident corporation and in respect of which a subsidiary of Brio Gold or Leagold is, or would at any time be, a "foreign affiliate", as all of those terms are defined in the Tax Act. Any such Resident Holder should consult its own tax advisor with respect to the Arrangement.

8.1.1 Issuance of Brio Warrants

The issuance to a Resident Holder of a Brio Warrant under the Arrangement will not give rise to a shareholder benefit, a dividend or a deemed dividend to such holder for purposes of the Tax Act. Such Brio Warrant will be acquired by such Resident Holder at a nil cost for purposes of the Tax Act.

8.1.2 Exchange of Brio Shares and Brio Warrants for Consideration Securities

On the amalgamation of Brio Gold and Amalgamation Sub under the Arrangement, each Brio Share will be exchanged for 0.922 of a Leagold Share and each Brio Warrant will be exchanged for 0.4 of a Consideration Warrant (other than those Brio Warrants that were issued in respect of Brio Restricted Stock, which will be exchanged as described under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*"). A Resident Holder will not realize any capital gain (or capital loss) as a result of the exchange of their Brio Shares or Brio Warrants for Leagold Shares or Consideration Warrants under the amalgamation. The Resident Holder will be deemed to have disposed of each Brio Share or Brio Warrant for proceeds of disposition equal to the adjusted cost base of such share or warrant immediately before the amalgamation, and to have acquired the Leagold Share or Consideration Warrant at a cost equal to such deemed proceeds of disposition.

8.1.3 Exercise or Expiry of Consideration Warrants

No gain or loss will be realized by a Resident Holder upon the exercise of a Consideration Warrant to acquire a Leagold Share. When a Consideration Warrant is exercised, the Resident Holder's cost of the Leagold Share acquired thereby will be equal to the aggregate of the Resident Holder's adjusted cost base of such Consideration Warrant and the exercise price paid for the Leagold Share. The Resident Holder's adjusted cost base of the Leagold Share so acquired will be determined by averaging the cost of the Leagold Share so acquired with the adjusted cost base (determined immediately before the exercise of the Consideration Warrant and acquisition of the Leagold Share related thereto) to the Resident Holder of all other Leagold Shares held by the Resident Holder as capital property at that time. The expiry of an unexercised Consideration Warrant will generally not result in a capital gain or loss to the Resident Holder.

8.1.4 Dividends on Leagold Shares

Dividends received or deemed to be received on Leagold Shares by a Resident Holder who is an individual (other than certain trusts) will be included in computing the individual's income for tax purposes and will be subject to the gross-up and dividend tax credit rules normally applicable to taxable dividends received from "taxable Canadian corporations" (as defined in the Tax Act), including the enhanced gross-up and dividend tax credit in respect of dividends that are designated as "eligible dividends". A dividend will be an eligible dividend if the recipient receives

written notice (which may include a notice published on Leagold's website) from Leagold designating the dividend as an "eligible dividend". There may be limitations on Leagold's ability to designate dividends as "eligible dividends".

Taxable dividends received by a Resident Holder who is an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

A Resident Holder that is a corporation will include dividends received or deemed to be received on Leagold Shares in computing its income for tax purposes and generally will be entitled to deduct the amount of such dividends in computing its taxable income, with the result that no tax will be payable by it in respect of such dividends. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received or deemed to be received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.

Certain Resident Holders that are corporations, including a "private corporation" or a "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 on dividends received or deemed to be received on the Leagold Shares to the extent that such dividends are deductible in computing the corporation's taxable income.

8.1.5 Dispositions of Consideration Securities

A disposition or deemed disposition of a Leagold Share or Consideration Warrant by a Resident Holder will generally result in the Resident Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition of the Leagold Share or Consideration Warrant, net of any reasonable costs of disposition, are greater (or less) than the Resident Holder's adjusted cost base of the Leagold Share or Consideration Warrant. Such capital gain (or capital loss) will be subject to the tax treatment described below under "*Taxation of Capital Gains and Capital Losses*".

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a Leagold Share may be reduced by the amount of certain dividends received or deemed to have been received on such Leagold Share (or on a share for which such Leagold Share has been substituted) to the extent and under the circumstances described in the Tax Act. Analogous rules apply to a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders should consult their own tax advisors for specific advice regarding the application of the relevant "stop-loss" provisions in the Tax Act.

8.1.6 Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in computing the Resident Holder's income for the year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

Taxable capital gains realized by a Resident Holder who is an individual (including certain trusts) may give rise to liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act. A Resident Holder that is a Canadian controlled private corporation may be liable to pay an additional refundable tax on certain investment income, including taxable capital gains.

8.1.7 Dissenting Resident Holders

A Resident Holder who exercises Dissent Rights (a "**Dissenting Resident Holder**") will transfer such holder's Brio Shares to Brio Gold in exchange for payment by Brio Gold of the fair value of such Brio Shares. A Dissenting Resident Holder will be deemed to have received a taxable dividend equal to the amount by which the amount received for the Brio Shares (other than in respect of interest awarded by a court) exceeds the paid-up capital of such shares for purposes of the Tax Act. Such deemed dividend will be subject to the tax treatment described above under "*Dividends on Leagold Shares*".

A Dissenting Resident Holder will also be considered to have disposed of such holder's Brio Shares for proceeds of disposition equal to the amount paid to such Resident Holder (other than in respect of interest awarded by a court)

less the amount of any deemed dividend. Dissenting Resident Holders may realize a capital gain (or capital loss) to the extent that such proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of such Brio Shares 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*".

Interest (if any) awarded by a court to a Dissenting Resident Holder will be included in the Dissenting Resident Holder's income for the purposes of the Tax Act.

Dissenting Resident Holders should consult their own tax advisors.

8.2 Non-Residents of Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times for purposes of the Tax Act and any applicable tax treaty or convention (i) is not, and is not deemed to be, resident in Canada, and (ii) will not use or hold, and is not and will not be deemed to use or hold, Brio Shares, Brio Warrants or Consideration Securities in the course of carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules which are not discussed in this summary may apply to a Non-Resident Holder that is an insurer which carries on an insurance business in Canada and elsewhere.

It is assumed that Brio Shares and Brio Warrants will not be "taxable Canadian property" of a Non-Resident Holder at any time. Generally, Brio Shares and Brio Warrants will not be taxable Canadian property of a Non-Resident Holder at a particular time provided that the Brio Shares are listed on a designated stock exchange (such as the TSX) at that time, unless at any time during the 60-month period that ends at that time: (i) one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder does not deal at arm's length and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest (directly or indirectly through one or more partnerships), own 25% or more of Brio Gold's issued shares of any class or series, and (ii) more than 50% of the fair market value of the Brio Shares was derived directly or indirectly from any combination of: (a) real or immovable property situated in Canada, (b) "timber resource property" (within the meaning of the Tax Act), (c) "Canadian resource property" (within the meaning of the Tax Act) or (d) options in respect of, or interests in, or for civil law rights in, any of the foregoing, whether or not the property exists. Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, a Brio Share or Brio Warrant could be deemed to be taxable Canadian property.

8.2.1 Issuance of Brio Warrants

The issuance to a Non-Resident Holder that is a Shareholder of a Brio Warrant under the Arrangement will not be subject to withholding tax under the Tax Act. Such Brio Warrant will be acquired by such Non-Resident Holder at a nil cost for purposes of the Tax Act.

8.2.2 Exchange of Brio Shares and Brio Warrants for Consideration Securities

The exchange by a Non-Resident Holder of a Brio Share for a Leagold Share, or of a Brio Warrant for a Consideration Warrant, under the Arrangement will generally be subject to the tax treatment described above under "*Resident Holders – Exchange of Brio Shares and Brio Warrants for Consideration Securities*".

8.2.3 Dividends on Leagold Shares

Dividends paid or credited (or deemed to be paid or credited) on Leagold Shares to a Non-Resident Holder are generally subject to Canadian withholding tax. Under the Tax Act, the rate of withholding tax is 25% of the gross amount of such dividends, which rate may be subject to reduction under the provisions of an applicable tax treaty or convention. Under the *Canada-United States Income Tax Convention* (the "**U.S. Treaty**"), a Non-Resident Holder who is resident in the U.S. for purposes of the U.S. Treaty and who is entitled to the benefits of such treaty will generally be subject to Canadian withholding tax at a rate of 15% of the amount of such dividends. In addition, under the U.S. Treaty, dividends may be exempt from Canadian withholding tax if paid to certain Non-Resident Holders that are qualifying religious, scientific, literary, educational or charitable tax-exempt organizations, or are qualifying trusts, companies, organizations or other arrangements operating exclusively to administer or provide pension, retirement or employee benefits which are exempt from tax in the U.S., and that have complied with specific administrative procedures.

8.2.4 Disposition of Consideration Securities

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of a Leagold Share or Consideration Warrant unless the share or warrant constitutes "taxable

Canadian property" at the time of the disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention between Canada and the country in which the Non-Resident Holder is resident.

Generally, Leagold Shares or Consideration Warrants will not be taxable Canadian property to a Non-Resident Holder at a particular time provided that the Leagold Shares are listed on a designated stock exchange (such as the TSX) at that time, unless at any time during the 60-month period that ends at that time: (i) one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder does not deal at arm's length and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest (directly or indirectly through one or more partnerships), owns 25% or more of the issued shares of any class or series of Leagold, and (ii) more than 50% of the fair market value of the Leagold Shares was derived directly or indirectly from any combination of: (a) real or immovable property situated in Canada, (b) "timber resource property" (within the meaning of the Tax Act), (c) "Canadian resource property" (within the meaning of the Tax Act) or (d) options in respect of, or interests in, or for civil law rights in, any of the foregoing, whether or not the property exists.

Even if a Leagold Share or Consideration Warrant is considered to be taxable Canadian property of a Non-Resident Holder at the time of its disposition, a capital gain realized on the disposition may nevertheless be exempt from tax under the Tax Act pursuant to the terms of an applicable income tax treaty or convention. Under the U.S. Treaty, a capital gain realized on the disposition of a Leagold Share or a Consideration Warrant by a Non-Resident Holder who is entitled to the benefits of such treaty generally will be exempt from tax under the Tax Act except, in the case of a Leagold Share, where the Leagold Share at the time of disposition derives its value principally from real property situated in Canada including rights to explore for or exploit mineral deposits in Canada.

Generally, if a Leagold Share or Consideration Warrant constitutes taxable Canadian property to a Non-Resident Holder at the time of its disposition and any capital gain realized by the participant on the disposition is not exempt from tax under the Tax Act by virtue of an applicable income tax treaty or convention, the Non-Resident Holder will be required to include one-half of the amount of the capital gain in its "taxable income earned in Canada" for the year of disposition as a taxable capital gain. Subject to and in accordance with the provisions of the Tax Act, one-half of any capital loss realized by a Non-Resident Holder in a taxation year from the disposition of taxable Canadian property may be deducted as an allowable capital loss from any taxable capital gains realized by the holder in the year from the disposition of taxable Canadian property. If allowable capital losses for a year exceed taxable capital gains from the disposition of taxable Canadian property, the excess may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year from net taxable capital gains realized in such years from the disposition of taxable Canadian property to the extent and in the circumstances prescribed by the Tax Act. Non-Resident Holders who dispose of taxable Canadian property are required to file a Canadian income tax return for the year of disposition, including where any resulting capital gain is not subject to tax under the Tax Act by virtue of an applicable income tax treaty or convention.

8.2.5 Dissenting Non-Resident Holders

A Non-Resident Holder who exercises Dissent Rights (a "**Dissenting Non-Resident Holder**") will transfer such holder's Brio Shares to Brio Gold in exchange for payment by Brio Gold of the fair value of such Brio Shares. A Dissenting Non-Resident Holder will be deemed to have received a taxable dividend equal to the amount by which the amount received for the Brio Shares (other than in respect of interest awarded by a court) exceeds the paid-up capital of such shares for purposes of the Tax Act. Such deemed dividend will be subject to the tax treatment described above under "*Dividends on Leagold Shares*".

A Dissenting Non-Resident Holder will also be considered to have disposed of such holder's Brio Shares for proceeds of disposition equal to the amount paid to such Resident Holder (other than in respect of interest awarded by a court) less the amount of any deemed dividend. A Dissenting Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition.

Interest (if any) awarded by a court to a Dissenting Non-Resident Holder generally should not be subject to withholding tax under the Tax Act, unless such interest is considered "participating debt interest" as defined in the Tax Act.

Dissenting Non-Resident Holders should consult their own tax advisors.

PART 9: CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of certain U.S. federal income tax considerations applicable to a U.S. Holder (as defined below) arising from the disposition of Brio Shares (other than Brio Restricted Stock) pursuant to the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder (as discussed below), including specific tax consequences to a U.S. Holder under an applicable tax treaty. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. This summary does not address the U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, or non-U.S. tax consequences to U.S. Holders of the receipt of Consideration Securities and/or cash pursuant to the Arrangement and the ownership and disposition of such Consideration Securities. Except as specifically set forth below, this summary does not discuss applicable income tax reporting requirements. Each U.S. Holder should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences of the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement.

No opinion from U.S. legal counsel or ruling from the Internal Revenue Service (the "**IRS**") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement or the ownership and disposition of Consideration Securities received pursuant to the Arrangement. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary.

This summary does not address the U.S. federal income tax consequences to any particular person of the disposition of Brio Shares in exchange for Consideration Securities pursuant to the Arrangement, or the ownership and disposition of such Consideration Securities. Each holder of Brio Shares should consult its own tax advisor regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences of the disposition of Brio Shares pursuant to the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement. Further, this summary does not address the U.S. federal income tax consequences of transactions effected prior or subsequent to, or concurrently with, the Arrangement that, in each case, are not part of the Plan of Arrangement.

9.1 Scope of This Disclosure

9.1.1 Authorities

This summary is based on the *Internal Revenue Code of 1986*, as amended (the "**Code**"), proposed, final and temporary U.S. Treasury Regulations, published rulings of the IRS, published administrative positions of the IRS, and U.S. court decisions that are applicable and, in each case, as in effect and available, as of the date of this Circular. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a prospective or retroactive basis which could affect the U.S. federal income tax considerations described in this summary. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive or prospective basis.

9.1.2 U.S. Holders

For purposes of this summary, the term "**U.S. Holder**" means a beneficial owner of Brio Shares (or, after the Arrangement, Consideration Securities) participating in the Arrangement or exercising Dissent Rights (with respect only to Brio Shares) pursuant to the Arrangement, that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (a) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (b) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

9.1.3 U.S. Holders Subject to Special U.S. Federal Income Tax Rules Not Addressed

This summary does not address the U.S. federal income tax consequences of the Arrangement or the ownership and disposition of Consideration Securities received pursuant to the Arrangement to U.S. Holders that are subject to special provisions under the Code, including U.S. Holders that: (a) are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) are financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies; (c) are broker-dealers, dealers, or traders in securities or currencies that elect to apply a mark-to-market accounting method; (d) have a "functional currency" other than the U.S. dollar; (e) own Brio Shares (or after the Arrangement, Consideration Securities) as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (f) acquired Brio Shares in connection with the exercise of employee stock options or otherwise as compensation for services; (g) hold Brio Shares (or after the Arrangement, Consideration Securities) other than as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment purposes); (h) own, directly, indirectly, or by attribution, 5% or more, by voting power or value, of the outstanding Brio Shares (or after the Arrangement, Leagold Shares); and (i) acquired Brio Shares by gift or inheritance. This summary also does not address the U.S. federal income tax considerations applicable to U.S. Holders who are: (a) U.S. expatriates or former long-term residents of the United States; (b) persons that have been, are, or will be a resident or deemed to be a resident in Canada for purposes of the Tax Act; (c) persons that use or hold, will use or hold, or that are or will be deemed to use or hold Brio Shares (or after the Arrangement, Consideration Securities) in connection with carrying on a business in Canada; (d) persons whose Brio Shares (or after the Arrangement, Consideration Securities) constitute "taxable Canadian property" under the Tax Act; or (e) persons that have a permanent establishment in Canada for the purposes of the U.S. Treaty. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding all U.S. federal, U.S. state and local, and non-U.S. tax consequences relating to the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement.

If an entity or arrangement that is classified as a partnership (including any other "pass-through" entity) for U.S. federal income tax purposes holds Brio Shares (or after the Arrangement, Consideration Securities), the U.S. federal income tax consequences to such partnership and the partners (or owners) of such partnership of participating in the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement generally will depend on the activities of the partnership and the status of such partners (or owners). This summary does not address the tax consequences to any such partnership or partner (or owner). Partners (or owners) of entities and arrangements that are classified as partnerships for U.S. federal, U.S. state and local, and non-tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of Consideration Securities received pursuant to the Arrangement.

9.2 Certain U.S. Federal Income Tax Consequences of the Arrangement

9.2.1 Characterization of the Arrangement for U.S. Federal Income Tax Purposes

If the Arrangement Resolution receives the requisite approval by the Shareholders at the Meeting, and, as a result, the amalgamation of Brio Gold and Amalgamation Sub pursuant to the Arrangement occurs, Brio Gold and Leagold intend that, (i) the issuance of Brio Warrants to Shareholders, (ii) the exchange of Brio Shares and Brio Warrants for Consideration Securities, and (iii) the amalgamation of Amalgamation Sub and Brio Gold, each pursuant to the Arrangement, be treated as an integrated transaction that qualifies as a reorganization within the meaning of Section 368(a) and Section 368(a)(2)(D) of the Code (a "**Reorganization**").

Since the Arrangement will be effected pursuant to applicable provisions of Canadian corporate law that are not identical to analogous provisions of U.S. corporate law, and there are no direct authorities that consider whether the transactions described in items (i), (ii) and (iii) in the preceding sentence will be treated as a single integrated transaction that qualifies as a Reorganization within the meaning of Section 368(a) of the Code, there can be no assurance that the IRS or a U.S. court would not take a contrary view of the Arrangement in such circumstances. Neither Brio Gold nor Leagold has sought or obtained either a ruling from the IRS or an opinion of counsel regarding any of the tax consequences of the Arrangement. Accordingly, there can be no assurance that the IRS will not challenge the status of the Arrangement as a Reorganization or that the U.S. courts would uphold the status of the Arrangement as a Reorganization in the event of an IRS challenge.

The alternative tax consequences of the Arrangement qualifying as a Reorganization or as a taxable transaction are discussed below. U.S. Holders should consult their own tax advisors regarding the proper tax reporting of the Arrangement.

9.2.2 Tax Consequences if the Arrangement Qualifies as a Reorganization

If the Arrangement qualifies as a Reorganization, then subject to the PFIC rules discussed below, the following U.S. federal income tax consequences should apply to U.S. Holders:

- no gain or loss will be recognized by a U.S. Holder to the extent such U.S. Holder receives solely Consideration Securities in exchange for its Brio Shares;
- the aggregate tax basis of the Consideration Securities received by a U.S. Holder pursuant to the Arrangement will equal the aggregate tax basis of the Brio Shares surrendered, increased by the amount of gain, if any, recognized on the exchange, with the tax basis of the Brio Shares generally being allocated among the Leagold Shares and Consideration Warrants received in exchange for the Brio Shares pro rata in accordance with their relative fair market values;
- the holding period for the Consideration Securities received in the Arrangement will include such U.S. Holder's holding period for the Brio Shares surrendered in exchange therefor; and
- U.S. Holders generally will be required to report certain information to the IRS on their U.S. federal income tax returns for the tax year in which the Arrangement occurs, and to retain certain records related to the Arrangement.

The IRS could challenge a U.S. Holder's treatment of the Arrangement as a Reorganization. If the Arrangement fails to qualify as a Reorganization, then the Arrangement would be treated as a taxable transaction, and the consequences to U.S. Holders discussed below under "*Tax Consequences if the Arrangement is a Taxable Transaction*" would apply instead.

9.2.3 Tax Consequences if the Arrangement is a Taxable Transaction

If the Arrangement does not qualify as a Reorganization, then subject to the PFIC rules discussed below, the following U.S. federal income tax consequences would apply to U.S. Holders:

- gain or loss would be recognized in an amount equal to the excess of the sum of the fair market value of the Consideration Securities received pursuant to the Arrangement over the U.S. Holder's adjusted tax basis in the Brio Shares surrendered;
- the aggregate tax basis of the Consideration Securities received in the Arrangement would be equal to the fair market value of such Consideration Securities on the date of receipt; and
- the holding period for the Consideration Securities received in the Arrangement would begin on the day after such shares are received.

Subject to the PFIC rules discussed below, any gain or loss described in the first bullet point immediately above would be capital gain or loss, which would be long-term capital gain or loss if the holding period with respect to such Brio Shares is more than one year as of the date of the Arrangement. Preferential tax rates apply to long-term capital gains of a non-corporate U.S. Holder. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

9.2.4 Tax Consequences of the Arrangement if Brio Gold is Classified as a PFIC

A U.S. Holder of Brio Shares could be subject to special, adverse tax rules in respect of the Arrangement if Brio Gold was classified as a "passive foreign investment company" within the meaning of Section 1297 of the Code (a "**PFIC**") for any tax year during which such U.S. Holder has held Brio Shares and did not have one of certain elections in place.

In general, a non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined for U.S. federal income tax purposes) or (ii) 50% or more of the value of its assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value, of such assets. For purposes of the PFIC provisions, "gross income" generally includes all sales revenues less cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes dividends, interest, certain royalties and rents, certain gains from the sale of stock and securities, and certain gains from commodities transactions. In determining whether or not it is a PFIC, a non-U.S. corporation will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of each corporation in which it owns, directly or indirectly, at least a 25% interest (by value).

Brio Gold believes that it was not a PFIC during its taxable year ended December 2017 and, based on its current operations and financial expectations, Brio Gold expects it would not be a PFIC for its current taxable year if such taxable year were to end on the Effective Date. The determination of whether Brio Gold was a PFIC during any tax

year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Accordingly, there can be no assurance that the IRS will not challenge any determination made by Brio Gold concerning its PFIC status or that Brio Gold was not, or will not be, a PFIC for any tax year. U.S. Holders should consult their own tax advisors regarding the PFIC status of Brio Gold.

Section 1291(f) of the Code states that, to the extent provided in U.S. Treasury regulations, any gain realized on the transfer of stock in a PFIC must be recognized, notwithstanding any other provision of law. Pursuant to proposed U.S. Treasury regulations issued under Section 1291(f) of the Code (the "**Proposed PFIC Regulations**"), U.S. Holders would recognize gain (beyond gain that would otherwise be recognized under the applicable non-recognition rules) on the disposition of stock in a PFIC, even if the disposition otherwise qualified for non-recognition treatment as a Reorganization, unless the PFIC stock were exchanged solely for stock of another corporation that qualified as a PFIC. If finalized in their current form, the Proposed PFIC Regulations would be effective for transactions occurring on or after April 11, 1992, including the Arrangement.

If Brio Gold has been a PFIC at any time during a U.S. Holder's holding period for Brio Shares, and if the Proposed PFIC Regulations were finalized and made applicable to the exchange of Brio Shares for Consideration Securities, then under the U.S. federal income tax consequences to a U.S. Holder of the Arrangement are expected to be as follows:

- the exchange of Brio Shares for Consideration Securities pursuant to the Arrangement will be treated as a taxable transaction even if the Arrangement qualifies as a Reorganization as discussed above;
- any gain on the exchange of Brio Shares pursuant to the Arrangement and any "excess distribution" (defined as the excess of distributions with respect to the Brio Shares in any tax year over 125% of the average annual distributions such U.S. Holder has received from Brio Gold during the shorter of the three preceding tax years, or such U.S. Holder's holding period for the Brio Shares), will be allocated ratably over such U.S. Holder's holding period for the Brio Shares;
- the amounts allocated to the current tax year in which the Arrangement occurs and to any tax year prior to the first year in which Brio Gold was a PFIC will be taxed as ordinary income in the current year;
- the amounts allocated to each of the other tax years in such U.S. Holder's holding period for the Brio Shares ("prior PFIC years") will be subject to tax as ordinary income at the highest rate of tax in effect for the applicable class of taxpayer for that year;
- an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the prior PFIC years, which interest charge is not deductible by non-corporate U.S. Holders; and
- if the Arrangement otherwise qualifies as a Reorganization as discussed above, any loss realized by the U.S. Holder in connection with the Arrangement would generally not be recognized.

Each U.S. Holder should consult its own tax advisor regarding the status of Brio Gold as a PFIC, the possible effect of the PFIC rules to such holder, as well as the availability of any election or exception that may be available to such holder to mitigate adverse U.S. federal income tax consequences of holding shares in a PFIC. The remainder of this discussion assumes that Brio Gold has not been a PFIC at any time during a U.S. Holder's holding period for Brio Shares and is not a PFIC during its current taxable year.

9.2.5 U.S. Holders Exercising Dissent Rights

A U.S. Holder that exercises Dissent Rights with respect to their Brio Shares and is paid cash in exchange for all of such U.S. Holder's Brio Shares generally will recognize gain or loss in an amount equal to the difference, if any, between (a) the U.S. dollar value of the Canadian currency received by such U.S. Holder in exchange for such U.S. Holder's Brio Shares (other than amounts, if any, that are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (b) the adjusted tax basis of such U.S. Holder in such Brio Shares surrendered. Subject to the PFIC rules discussed in this summary, such gain or loss will generally be capital gain or loss, which will be long-term capital gain or loss if the holding period with respect to such Brio Shares is more than one year as of the date of the exchange. Preferential tax rates apply to long-term capital gains of a non-corporate U.S. Holder. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the Code.

9.3 U.S. Federal Income Tax Consequences of the Ownership and Disposition of Leagold Shares

The following discussion is subject, in its entirety, to the rules described below under "*PFIC Rules Relating to the Ownership of Leagold Shares*".

9.3.1 Distributions with Respect to Leagold Shares

For U.S. federal income tax purposes, a U.S. Holder that receives a distribution, including a constructive distribution, with respect to a Leagold Share generally will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of Leagold, as computed for U.S. federal income tax purposes. Any portion of the distribution in excess of Leagold's earnings and profits will first be treated as a tax-free return of capital to the extent of the U.S. Holder's tax basis in its Leagold Share and will be applied against and reduce that basis, but not below zero, on a dollar-for-dollar basis (thereby increasing the amount of gain or decreasing the amount of loss recognized on a subsequent disposition of the Leagold Share). To the extent that the distribution exceeds the U.S. Holder's tax basis, the excess will constitute gain from a sale or exchange of the Leagold Share. Dividends received on the Leagold Shares by corporate U.S. Holders generally will not be eligible for the "dividends received deduction". Subject to applicable limitations, dividends paid by Leagold to non-corporate U.S. Holders, including individuals, generally would be eligible for qualified dividend treatment and the preferential tax rates applicable to long-term capital gains, provided certain holding period and other conditions are satisfied, including that Leagold not be classified as a PFIC in the tax year of distribution or in the preceding tax year. The dividend rules are complex, and each U.S. Holder should consult its own tax advisor regarding the application of such rules.

9.3.2 Sale, Exchange or Other Disposition of the Leagold Shares

Upon a sale, exchange or other taxable disposition of the Leagold Shares acquired pursuant to the Arrangement, a U.S. Holder will recognize a capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the U.S. dollar value of the cash received plus the fair market value of any property received, and the U.S. Holder's adjusted tax basis in such Leagold Shares. Any such gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period in the Leagold Shares exceeds one year. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to complex limitations.

9.3.3 PFIC Rules Relating to the Ownership of Leagold Shares

Special, generally unfavorable, U.S. federal income tax rules apply to U.S. Holders owning stock of a PFIC. Based on current business plans and financial expectations, Leagold expects that it should not be a PFIC for its current tax year and does not anticipate becoming a PFIC in the future. No opinion of legal counsel or ruling from the IRS concerning the status of Leagold as a PFIC has been obtained or is currently planned to be requested. PFIC classification is fundamentally factual in nature, generally cannot be determined until the close of the tax year in question, and is determined annually. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Consequently, there can be no assurance that Leagold is not or will not become, a PFIC for any tax year during which a U.S. Holder holds Leagold Shares.

If Leagold were to be treated as a PFIC, gain realized on the sale or other disposition of Leagold Shares would in general not be treated as capital gain. Instead, unless a U.S. Holder elects to be taxed annually on a mark-to-market basis or otherwise makes a "qualified electing fund election" with respect to its Leagold Shares, the holder would be treated as if it had realized such gain and certain "excess distributions" ratably over its holding period for the Leagold Shares and would generally be taxed at the highest tax rate in effect for each such year to which the gain was allocated, together with an interest charge in respect of the tax attributable to certain of such years. With certain exceptions, a U.S. Holder's Leagold Shares will be treated as stock in a PFIC if Leagold were a PFIC at any time during such holder's holding period in its Leagold Shares. Dividends received from Leagold would not be eligible for the preferential tax rates applicable to qualified dividend income if Leagold is treated as a PFIC either in the taxable year of the distribution or the preceding taxable year, but instead would be taxable at rates applicable to ordinary income.

U.S. Holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership and disposition of Leagold Shares and the availability of certain U.S. tax elections under the PFIC rules.

9.4 U.S. Federal Income Tax Consequences of the Exercise, Disposition, and Lapse of Consideration Warrants

9.4.1 Exercise of Consideration Warrants

A U.S. Holder's initial tax basis in the Leagold Shares received on the exercise of a Consideration Warrant generally should be equal to the sum of (a) such U.S. Holder's tax basis in such warrant plus (b) the exercise price paid by such U.S. Holder on the exercise of such warrant. Subject to the PFIC rules discussed below, a U.S. Holder's

holding period for the Leagold Shares received on the exercise of a Consideration Warrant, generally should begin on the day that such warrant is exercised by such U.S. Holder.

9.4.2 Disposition of Consideration Warrants

A U.S. Holder generally would recognize gain or loss on the sale or other taxable disposition of a Consideration Warrant in an amount equal to the difference, if any, between (a) the amount of cash plus the fair market value of any property received and (b) such U.S. Holder's tax basis in the warrant sold or otherwise disposed of. Subject to the PFIC rules discussed below, any such gain or loss generally will be capital gain or loss, which will be short-term capital gain or loss unless the U.S. Holder's holding period for the warrants exceeds one year. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

9.4.3 Lapse of Consideration Warrants

Upon the lapse or expiration of a Consideration Warrant, a U.S. Holder should recognize a loss in an amount equal to such U.S. Holder's tax basis in the warrant. Any such loss generally should be a capital loss, which will be short-term capital loss unless the U.S. Holder's holding period for the warrants exceeds one year. Deductions for capital losses are subject to complex limitations under the Code.

9.4.4 PFIC Rules Relating to the Ownership of Consideration Warrants

Generally, rules similar to those discussed above under "PFIC Rules Relating to the Ownership of Leagold Shares" apply to U.S. Holders owning warrants exchangeable into stock of a PFIC; provided, however, the application of the PFIC rules to warrants and holders of warrants, and the rules dealing with the availability, or lack thereof, of a "mark-to-market election" or a "qualified electing fund election" with respect to holders of warrants, are complex, uncertain and based, in part, on Treasury Regulations that are still in proposed form.

If Leagold were to be treated as a PFIC, a U.S. Holder of Consideration Warrants would be taxed in a manner similar to a U.S. Holder of Leagold Shares if the U.S. Holder realizes gain on the sale of the Consideration Warrants. If the U.S. Holder of the Consideration Warrants exercises such warrants to purchase Leagold Shares, the holding period over which any income realized is allocated includes the holding period of the Consideration Warrants. The U.S. Holder of Consideration Warrants is treated as a holder of PFIC stock taxable under the ordinary income allocation and interest charge regime described above.

U.S. Holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership and disposition of Consideration Warrants and the availability of certain U.S. tax elections under the PFIC rules.

9.5 Additional Considerations

9.5.1 Foreign Tax Credit

Any payment (whether directly or through withholding) of non-U.S. income tax in connection with a U.S. Holder's ownership or disposition of Leagold Shares may, subject to a number of complex limitations, be claimed as a foreign tax credit against a U.S. Holder's U.S. federal income tax liability in respect of such holder's foreign source income or may be claimed as a deduction for U.S. federal income tax purposes. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends that are distributed with respect to Leagold Shares will generally be foreign source income for purposes of computing the foreign tax credit allowable to a U.S. Holder. Gains recognized on the sale of Leagold Shares by a U.S. Holder should generally be treated as U.S. source for this purpose, except as otherwise provided in an applicable income tax treaty and if an election is properly made under the Code. Because of the complexity of those limitations, each U.S. Holder should consult its own tax advisor with respect to the amount of foreign taxes that may be claimed as a credit or deduction, having regard to such holder's particular circumstances.

9.5.2 Foreign Currency Gains

The amount of any distribution or proceeds paid in Canadian dollars to a U.S. Holder in connection with the ownership of Leagold Shares, or on the sale, exchange or other taxable disposition of Leagold Shares, or any Canadian dollars received in connection with the Arrangement, will generally be included in the gross income of a U.S. Holder as translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of actual or constructive receipt of such amount, regardless of whether the Canadian dollars or other non-U.S. currency is converted into U.S. dollars at that time. If the Canadian dollars or other non-U.S. currency received is not

converted into U.S. dollars on the date of receipt, a U.S. Holder will have a basis in the Canadian dollars or other non-U.S. currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars or other non-U.S. currency and engages in a subsequent conversion or other disposition of the Canadian dollars or other non-U.S. currency may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally would be U.S. source income or loss for foreign tax credit purposes. Different rules may apply to U.S. Holders who use the accrual method. Each U.S. Holder should consult its own tax advisor regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars or other non-U.S. currency.

9.5.3 Additional Tax on Passive Income

Certain U.S. Holders that are individuals, estates and trusts whose income exceeds certain thresholds generally will be required to pay a 3.8% Medicare surtax on "net investment income" including, among other things, dividends and net gain from the sale or other taxable disposition of their Brio Shares pursuant to the Arrangement. U.S. Holders should consult their own tax advisors regarding the effect, if any, of this tax on their taxable disposition of Brio Shares pursuant to the Arrangement and their ownership and disposition of Leagold Shares.

9.5.4 U.S. Information Reporting and Backup Withholding Tax

Under U.S. federal income tax law, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, Brio Gold or Leagold. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of "specified foreign financial assets" includes not only financial accounts maintained in non-U.S. financial institutions, but also, if held for investment and not in an account maintained by certain financial institutions, any stock or security issued by a non-U.S. person, any financial instrument or contract that has an issuer or counterparty other than a U.S. person and any interest in a non-U.S. entity. U.S. Holders may be subject to these reporting requirements unless their Brio Shares or Leagold Shares are held in an account at certain financial institutions. Penalties for failure to file certain of these information returns are substantial.

U.S. Holders should consult with their own tax advisors regarding the requirements of filing information returns under these rules, including the requirement to file an IRS Form 8938.

Payments made within the United States or by a U.S. payor or U.S. middleman, of (a) distributions on the Leagold Shares, (b) proceeds arising from the sale or other taxable disposition of Leagold Shares, or (c) payments received in connection with the Arrangement (including, but not limited to, U.S. Holders exercising Dissent Rights with respect to their Brio Shares) generally may be subject to information reporting. In addition, backup withholding, currently at a rate of 24%, may apply to such payments if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number (generally on IRS Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding. Certain exempt persons generally are excluded from these information reporting and backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. Each U.S. Holder should consult its own tax advisor regarding the information reporting and backup withholding rules in their particular circumstances and the availability of and procedures for obtaining an exemption from backup withholding.

The discussion of reporting requirements set forth above is not intended to constitute an exhaustive description of all reporting requirements that may apply to a U.S. Holder. A failure to satisfy certain reporting requirements may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting requirement. Each U.S. Holder should consult its own tax advisor regarding applicable reporting requirements and the information reporting and backup withholding rules.

PART 10: ELIGIBILITY FOR INVESTMENT

In the opinion of Davies Ward Phillips & Vineberg LLP, subject to the provisions of any particular plan, the Leagold Shares would be, if issued on the date hereof, qualified investments under the Tax Act and the Regulations for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"),

tax-free savings account ("**TFSA**"), registered education savings plan ("**RESP**"), deferred profit sharing plan or registered disability savings plan ("**RDSP**"), provided that the Leagold Shares are listed on a "designated stock exchange" (which currently includes the TSX).

Provided that Brio Shares are qualified investments for a trust governed by an RRSP, RRIF, TFSA, RESP, deferred profit sharing plan or RDSP at a particular time, Brio Warrants will be qualified investments at that time provided that at that time Brio Gold is not an annuitant, beneficiary, employer or subscriber under, nor a holder of, such trust and deals at arm's length with each such person for purposes of the Tax Act. Provided that Leagold Shares are qualified investments for a trust governed by an RRSP, RRIF, TFSA, RESP, deferred profit sharing plan or RDSP at a particular time, Consideration Warrants will be qualified investments at that time provided that at that time Leagold is not an annuitant, beneficiary, employer or subscriber under, nor a holder of, such trust and deals at arm's length with each such person for purposes of the Tax Act.

Notwithstanding the foregoing, if the Brio Warrants, Leagold Shares or Consideration Warrants are a "prohibited investment" for a trust governed by an RRSP, RRIF, RESP, RDSP or a TFSA (a "**Registered Plan**"), the holder, subscriber or annuitant of the particular Registered Plan, as the case may be, will be subject to a penalty tax as set out in the Tax Act. The Brio Warrants will generally not be a "prohibited investment" provided that such holder, subscriber or annuitant, as the case may be, deals at arm's length with Brio Gold and does not have a "significant interest" in Brio Gold (within the meaning of the prohibited investment rules in the Tax Act). In addition, the Brio Warrants will not be a prohibited investment if the Brio Warrants are "excluded property" for a Registered Plan within the meaning of the prohibited investment rules in the Tax Act. The Leagold Shares and Consideration Warrants will generally not be a "prohibited investment" provided that such holder, subscriber or annuitant, as the case may be, deals at arm's length with Leagold and does not have a "significant interest" in Leagold (within the meaning of the prohibited investment rules in the Tax Act). In addition, the Leagold Shares and Consideration Warrants will not be a prohibited investment if the Leagold Shares and Consideration Warrants are "excluded property" for a Registered Plan within the meaning of the prohibited investment rules in the Tax Act. Holders of Brio Warrants, Leagold Shares or Consideration Warrants should consult their own tax advisors as to whether Brio Warrants, Leagold Shares or Consideration Warrants will be prohibited investments in their particular circumstances.

PART 11: INFORMATION ABOUT AMALCO

The information contained in this Circular concerning Amalco on a post-Arrangement basis contains significant amounts of forward-looking information. Readers are cautioned that actual results may vary. See "*Cautionary Note Regarding Forward-Looking Statements*".

PART 12: INFORMATION ABOUT LEAGOLD

The information contained in this Circular concerning Leagold is based solely on information provided to Brio Gold by Leagold or upon publicly available information. With respect to this information, the Company has relied exclusively upon Leagold, without independent verification by Brio Gold. Although the Company does not have any knowledge that would indicate that any such information is untrue or incomplete, neither Brio Gold nor any directors or officers of Brio Gold assume any responsibility for the accuracy or completeness of such information, nor for any failure of Leagold to disclose events which may have occurred or which may affect the completeness of such information but which is unknown to them. The Company has no knowledge of any material information concerning Leagold or the Leagold Shares that has not been generally disclosed. The information contained in this Circular concerning Leagold on a post-Arrangement basis contains significant amounts of forward-looking information. Readers are cautioned that actual results may vary. See "*Cautionary Note Regarding Forward-Looking Statements*".

Leagold is a corporation continued under the laws of the Province of British Columbia, with its head office in Vancouver, British Columbia. Leagold is listed on the TSX under the symbol "LMC" and also trades on the OTCQX market as "LMCNF". Leagold is building a new mid-tier gold producer with a focus on opportunities in Latin America. In 2017 Leagold and its wholly-owned subsidiary, Leagold Acquisition Corporation, acquired a 100% interest in the Los Filos Mine from Goldcorp and its indirect subsidiaries. The acquisition of the Los Filos Mine, a low-cost gold producer in Mexico, provides an excellent platform for growth.

Please refer to Appendix "G" for more information concerning Leagold.

12.1 Pro forma Consolidated Financial Information of Leagold Post-Arrangement

See Appendix "H" for selected pro forma consolidated financial information of Leagold as at and for the year ended December 31, 2017 after giving effect to the Arrangement. Reference should be made, among other things, to Leagold's audited annual consolidated financial statements for the year ended December 31, 2017, which is incorporated by reference in this Circular, and Brio Gold's audited annual financial statements for the year ended December 31, 2017, which is incorporated by reference in this Circular.

PART 13: INFORMATION ABOUT BRIO GOLD

13.1 General

Brio Gold is a mid-tier Canadian mining company with significant gold producing, development and exploration stage properties in Brazil. The Company was formed in 2014 by Yamana to monetize its investment in certain assets in Brazil, including the Fazenda Brasileiro Mine, the Pilar Mine and the Santa Luz Mine and related exploration rights, all of which were contributed by Yamana to the Company. On April 29, 2016, Brio Gold completed the acquisition of Mineração Riacho dos Machados, the owner of the RDM Mine in Minas Gerais, Brazil in connection with a restructuring of Carpathian Gold Inc. On December 23, 2016, Brio Gold became a standalone public company. Yamana continues to be a significant shareholder of Brio Gold, holding approximately 54% of the issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as at March 12, 2018 .

The Company is committed to becoming the next leading, mid-tier gold producer focused on growth in the Americas. The Company's goal is to deliver superior Shareholder value through organic growth, exploration, selective industry consolidation and its commitment to socially responsible practices within the communities in which it operates. The Company intends to continue to optimize its operations to deliver reliable, consistent and sustainable performance over the life of its mining operations. The Company's focus will be on the production of high margin gold ounces combined with a disciplined approach to cost containment and capital spending along with a commitment to value creation.

The Company's head and registered office is located at 22 Adelaide Street West, Suite 2020, Toronto, Ontario, M5H 4E3.

13.2 Description of Capital Structure

The Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) are the only shares entitled to vote at the Meeting. As at the Record Date, 116,791,626 Brio Shares were issued and outstanding (other than Brio Restricted Stock). The holders of Brio Shares (other than holders of Brio Shares that constitute Brio Restricted Stock) are entitled to one vote per share.

13.3 Dividends

Brio Gold has not paid any dividends to Shareholders since the date of its incorporation and has no current plan to pay dividends. The declaration and payment of dividends is at the discretion of the Board.

13.4 Prior Sales

For the 12-month period prior to the date hereof, Brio Gold has issued or granted Brio Shares and securities convertible into Brio Shares as listed in the table below:

Date of Issuance	Number of Securities Issued	Security Issued	Issue/Exercise Price (C$)	Reason for Issuance
June 2, 2017	26,667,000	Common Shares	$3.00	Secondary Offering[(1)]
August 4, 2017	4,264,197	Restricted Shares	$1.95[(2)]	Conversion of Restricted Share Units
September 12, 2017	764,474	Restricted Shares	$1.64[(3)]	Employee Grant of Restricted Shares
December 9, 2017	4,264,197	Common Shares	$1.62[(4)]	Vesting of Restricted Shares

Notes: (1) Yamana sold an aggregate of 26,667,000 Brio shares for total proceeds of C$80,001,000 to a syndicate of underwriters. The Company did not receive any proceeds from the offering.
(2) Indicates the closing price of Brio Shares on August 4, 2017.
(3) Indicates the closing price of Brio Shares on September 12, 2017.
(4) Indicates the closing price of Brio Shares on December 8, 2017. December 9, 2017 was not a trading day.

13.5 Ownership of Securities

The table below sets out the names and positions of the Named Executive Officers and directors of the Company, as well as their respective number and percentage of (i) Brio Shares, (ii) Brio Options, (iii) Brio Restricted Stock, (iv) Brio RSUs, (v) Brio Historical RSUs and (vi) Brio DSUs held as of March 12, 2018:

Name	Brio Shares[(1)]	Brio Options[(2)]	Brio Restricted Stock[(3)]	Brio RSUs[(4)]	Brio Historical RSUs[(5)]	Brio DSUs[(6)]
Gil Clausen President & Chief Executive Officer	2,144,099 1.84%	241,884 20.87%	375,851 49.16%	-	-	-
Joseph Longpré Chief Financial Officer	5,000 0.004%	147,949 12.77%	-	229,889 57.68%	1,066,049 64.29%	-
Lance Newman Senior Vice President Technical Services	1,066,049 0.91%	117,420 10.13%	182,452 23.87%	-	-	-
Mark Stevens Vice President Exploration	569,483 0.49%	117,420 10.13%	182,452 23.87%	-	-	-
Letitia Wong Vice President, Corporate Development	318 0.0002%	100,824 8.70%	-	156,665 39.31%	592,250 35.71%	-
Sarah Strunk Director	20,000 0.02%	-	-	-	-	43,503 35.71%
John Gravelle Director	-	-	-	-	-	26,102 21.43%
Daniel Racine Director	1,287 0.001%	-	-	-	-	26,102 21.43%
William Washington Director	106,000 0.09%	-	-	-	-	26,102 21.43%

Notes: (1) Based on 116,791,626 issued and outstanding Brio Shares (other than Brio Shares that constitute Brio Restricted Stock) as at March 12, 2018.
(2) Based on 1,159,020 issued and outstanding Brio Options as at March 12, 2018.
(3) Based on 764,474 issued and outstanding Brio Restricted Stock as at March 12, 2018.
(4) Based on 398,573 issued and outstanding Brio RSUs as at March 12, 2018.
(5) Based on 1,658,299 issued and outstanding Brio Historical RSUs as at March 12, 2018.
(6) Based on 121,809 issued and outstanding Brio DSUs as at March 12, 2018.

13.6 Documents Incorporated by Reference

Information has been incorporated by reference in this Circular from documents filed with securities commissions or similar authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Brio Gold at 22 Adelaide Street West, Suite 2020, Toronto, Ontario, M5H 4E3, (Telephone: (416) 860-6310). These documents are also available on Brio Gold's SEDAR profile at www.sedar.com.*

The following documents listed below and filed by Brio Gold with securities commissions or similar authorities in Canada are specifically incorporated by reference into, and form an integral part of, this Circular:

a) the annual information form of Brio Gold dated March 30, 2017 for the year ended December 31, 2016;

b) the audited consolidated financial statements of Brio Gold for the year ended December 31, 2017 and 2016, together with the auditors' report thereon and the notes thereto;
c) the management's discussion and analysis of Brio Gold for the year ended December 31, 2017;
d) the management information circular of Brio Gold dated March 24, 2017 for the annual general and special meeting of shareholders held on May 5, 2017;
e) the material change report of Brio Gold dated February 23, 2018, in respect of the Arrangement; and
f) the material change report of Brio Gold dated January 3, 2017, in respect of the closing of an offering of purchase rights by Yamana.

Any documents of the types referred to above filed by Brio Gold with the securities commissions or similar authorities in Canada after the date of this Circular and before the Meeting and any other documents required to be incorporated by reference pursuant to Item 11.2 of Form 44-101F1 – *Short Form Prospectus Offerings*, will be deemed to be incorporated by reference into this Circular.

Any statement in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded, for the purposes of this Circular, to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Circular. 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 document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Information contained on or otherwise accessed through Brio Gold's website, www.briogoldinc.com or any website, other than those documents incorporated by reference herein and filed on SEDAR, do not constitute part of this Circular.

13.7 Market Price and Trading Volume of Securities

The Brio Shares are listed on the TSX under the symbol "BRIO". The following table sets forth, for the periods indicated, the high and low closing prices and the average daily trading volume of the Brio Shares on the TSX.

Month	Closing Price		Average Daily Trading Volume (#)
	High (C$)	Low (C$)	
February 2018	2.66	2.22	1,895,870
January 2018	2.60	1.70	1,956,718
December 2017	2.05	1.60	726,730
November 2017	2.08	1.75	448,475
October 2017	2.11	1.65	1,011,564
September 2017	2.22	1.64	3,151,247
August 2017	2.00	1.66	641,907
July 2017	2.45	2.05	557,480
June 2017	2.99	2.46	1,950,855
May 2017	3.29	2.85	636,177
April 2017	3.30	3.16	535,115
March 2017	3.21	2.95	1,519,708
February 2017	3.36	2.97	210,331

On January 23, 2018, Leagold announced that it intended to offer to purchase the Brio Shares from the Shareholders. On January 22, 2018, the last trading day prior to such announcement, the closing price of Brio Shares on the TSX was C$1.77. On February 16, 2018, Brio Gold announced that it had entered into the Arrangement Agreement. On February 15, 2018, the last trading day prior to such announcement, the closing price of Brio Shares on the TSX was C$2.31.

13.8 Material Changes and Other Information Concerning Brio Gold

Except as disclosed elsewhere in the Circular or as publicly disclosed, Brio Gold has no plans or proposals for a material change in its affairs. Leagold has advised Brio Gold that, if the Arrangement becomes effective, Leagold expects to operate Brio Gold as an indirect, wholly-owned subsidiary of Leagold.

13.9 Auditor

The Company's auditor is Deloitte LLP having an address at Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, Ontario, M5H 0A9. Deloitte LLP was first appointed auditor of the Company on August 31, 2016 and was re-appointed by the passing of Shareholders of an ordinary resolution at the annual general meeting held on May 5, 2017. Deloitte LLP, Chartered Professional Accountants, is independent of the Company within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

PART 14: EFFECT OF THE ARRANGEMENT ON MARKETS AND LISTINGS

If the Arrangement is completed, the Brio Shares will be de-listed from the TSX. Brio Gold will apply to cease to be a reporting issuer (or the equivalent) in all jurisdictions in Canada in which it is a reporting issuer (or the equivalent) and, as a consequence, will terminate its reporting obligations in Canada.

PART 15: DISSENTING SHAREHOLDERS' RIGHTS

The following description of the rights of Dissenting Shareholders is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of such Dissenting Shareholder's Brio Shares and is qualified in its entirety by reference to the full text of the Interim Order, a copy of which is attached to this Circular as Appendix "D", the Plan of Arrangement, a copy of which is attached to this Circular as Appendix "C" and the text of section 185 of the OBCA, which is attached to this Circular as Appendix "E". A Dissenting Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement. Failure to strictly comply with the provisions of that section, as so modified, and to adhere to the procedures established therein may result in the loss of all rights thereunder. These provisions are technical and complex and registered holders of Brio Shares who wish to exercise Dissent Rights should consult a legal advisor.

Pursuant to the Interim Order, Dissenting Shareholders are entitled, in addition to any other right such Dissenting Shareholder may have, to be paid by Brio Gold the fair value (determined as of the close of business at the Effective Time) of the Brio Shares held by such Dissenting Shareholder, if the Dissenting Shareholder dissents with respect to the Arrangement and the Arrangement becomes effective.

In addition to any other restrictions under section 185 of the OBCA, as modified by the Interim Order and the Plan of Arrangement, none of the following persons shall be entitled to exercise Dissent Rights: (i) holders of Brio Options; (ii) holders of Brio RSUs; (iii) holders of Brio Historical RSUs, (iv) holders of Brio DSUs; and (v) holders of Brio Restricted Stock.

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

A Dissenting Shareholder may dissent in respect of the Arrangement in accordance with section 185 of the OBCA, as modified by the Interim Order and Plan of Arrangement, only with respect to all of the Brio Shares held by such Dissenting Shareholder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name. Only registered Shareholders may dissent. In many cases, Brio Shares beneficially owned by a Shareholder (a "**Beneficial Shareholder**") are registered (a) in the name of an Intermediary that the Beneficial Shareholder deals with in respect of such shares, such as, among others, banks, trust companies, securities brokers, trustees and other similar entities, or (b) in the name of a depositary of which the Intermediary is a participant. Accordingly, a Beneficial Shareholder will not be entitled to exercise his or her Dissent Rights directly (unless the Brio Shares are re-registered in the Beneficial Shareholder's name). A Beneficial Shareholder who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Beneficial Shareholder deals in respect of its Brio

Shares and either (i) instruct the Intermediary to exercise the Dissent Rights on the Beneficial Shareholder's behalf (which, if the Brio Shares are registered in the name of a depositary may require the Brio Shares to be re-registered in the name of the Intermediary), or (ii) instruct the Intermediary to re-register such Brio Shares in the name of the Beneficial Shareholder, in which case the Beneficial Shareholder would have to exercise the Dissent Rights directly.

A Dissenting Shareholder wishing to exercise Dissent Rights in respect of such Dissenting Shareholder's Brio Shares shall not vote such Brio Shares at the Meeting **in favour** of the Arrangement Resolution, either by the submission of a proxy or by personally voting.

Notwithstanding subsection 185(6) of the OBCA (pursuant to which a written objection may be provided at or prior to the Meeting), a Dissenting Shareholder who seeks payment of the fair value of its Brio Shares is required to deliver a written objection to the Arrangement Resolution to Brio Gold not later than 5:00 p.m. (Eastern time) on the Business Day immediately preceding the Meeting (or, if the Meeting is postponed or adjourned, the Business Day immediately preceding the date of the reconvened or postponed Meeting). Brio Gold's address for such purpose is 2020-22 Adelaide Street West, Toronto, Ontario, M5H 4E3, Attention: Letitia Wong. The execution or exercise of a proxy against the Arrangement Resolution does not constitute a written objection for purposes of the Dissent Rights. No Shareholder who has voted in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights with respect to such Brio Shares and a registered Shareholder may not exercise the right to dissent in respect of only a portion of the Brio Shares held on behalf of any one beneficial owner and registered in that registered Shareholder's name.

Brio Gold is required within ten (10) days of the Arrangement Resolution being approved by the Shareholders to notify each Dissenting Shareholder (unless such Shareholder voted for the Arrangement Resolution or has withdrawn its objection), who is then required, within 20 days after receipt of such notice (or, if such Shareholder does not receive such notice, within 20 days after learning of the approval of the Arrangement Resolution), to send to Brio Gold a written notice containing its name and address, the number of Brio Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Brio Shares, and, within 30 days after sending such written notice, to send to Brio Gold or its transfer agent the appropriate share certificates. The transfer agent of Brio Gold will endorse on the share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the certificates to the Dissenting Shareholder. A Dissenting Shareholder who fails to send to Brio Gold, within the appropriate time frame, a written objection, demand for payment and the certificates representing the Brio Shares in respect of which the Shareholder dissents, forfeits the right to make a claim under section 185 of the OBCA, as modified by the Interim Order and Plan of Arrangement.

On sending a demand for payment to the Company, such Dissenting Shareholder ceases to have any rights as a Shareholder other than the right to be paid the fair value of such Dissenting Shareholder's Brio Shares, notwithstanding anything to the contrary contained in section 185 of the OBCA, which fair value shall be determined as of the close of business on the Effective Date, except where: (a) the Dissenting Shareholder withdraws the demand for payment before Brio Gold makes an offer to the Dissenting Shareholder pursuant to the OBCA; (b) Brio Gold fails to make an offer to pay as hereinafter described and the Dissenting Shareholder withdraws the demand for payment; or (c) the proposal contemplated in the Arrangement Resolution does not proceed, in which case, the Dissenting Shareholder's rights as a Shareholder will be reinstated as of the date that the demand for payment was sent.

Registered Shareholders who duly exercise Dissent Rights and who:

i. are ultimately entitled to be paid fair value for their Brio Shares shall be entitled to be paid by Brio Gold such fair value and will not be entitled to any other payment or consideration, including any Leagold Shares or Consideration Warrants to which such Shareholder would have been entitled under the Arrangement had such Shareholder not exercised Dissent Rights in respect of the Brio Shares; or

ii. are ultimately not entitled, for any reason, to be paid fair value for their Brio Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder.

In no case shall Brio Gold, Leagold, or any other person be required to recognize such holders as holders of Brio Shares after the Effective Time, and the names of such holders of Brio Shares shall be deleted from the registers of holders of Brio Shares at the Effective Time.

If the Plan of Arrangement becomes effective, Brio Gold will be required to send, not later than the seventh day after the later of (i) the Effective Date or (ii) the day the demand for payment is received, a written offer to pay for

such Dissenting Shareholder's Brio Shares such amount as the Board considers fair value thereof accompanied by a statement showing how the fair value was determined. Brio Gold must pay for the Brio Shares of a Dissenting Shareholder within ten days after an offer as described above has been accepted by a Dissenting Shareholder, but any such offer lapses if Leagold does not receive an acceptance thereof within 30 days after such offer has been made.

If such offer is not made or accepted, Brio Gold may, within 50 days after the Effective Date or within such further period as a court may allow, apply to the Court to fix the fair value of such Brio Shares. There is no obligation of Brio Gold to apply to the Court. If such application is not made, a Dissenting Shareholder has the right to so apply within a further 20 days. A Dissenting Shareholder is not required to give security for costs in such an application.

Upon an application to the Court, all Dissenting Shareholders whose Brio Shares have not been purchased by Brio Gold will be joined as parties and be bound by the decision of the Court, and Brio Gold will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the Dissenting Shareholder's right to appear and be heard in person or by counsel. Upon any such application, the Court may determine whether any person is a Dissenting Shareholder who should be joined as a party, and the Court will fix a fair value for the Brio Shares of all Dissenting Shareholders who have not accepted an offer to pay. The final order of the Court will be rendered against Brio Gold in favour of each Dissenting Shareholder and for the amount of the Dissenting Shareholder's Brio Shares as fixed by the Court. The Court may, in its discretion, allow a reasonable rate of interest on the amount payable to each such Dissenting Shareholder from the Effective Date until the date of payment.

It is a condition precedent to completion of the Arrangement that holders of such number of Brio Shares that, in the aggregate, would constitute not greater than 7.5% of the number of outstanding Brio Shares shall have validly exercised Dissent Rights in respect of the Arrangement that have not been withdrawn as of the Effective Date.

Registered Shareholders who are considering exercising Dissent Rights should be aware that there can be no assurance that the fair value of their Brio Shares as determined under the applicable provisions of the OBCA (as modified by the Plan of Arrangement and the Interim Order) will be more than or equal to the consideration offered under the Arrangement. In addition, any judicial determination of fair value will result in a delay of receipt by a Dissenting Shareholder of consideration for such Shareholder's Brio Shares.

The foregoing summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of fair value of their Brio Shares. Section 185 of the OBCA (as modified by the Plan of Arrangement and the Interim Order) requires strict adherence to the procedures established therein and failure to do so may result in a loss of all rights thereunder. **Accordingly, each Dissenting Shareholder who desires to exercise Dissent Rights should carefully consider and comply with the provisions of that section, the full text of which is set out in Appendix "E" to this Circular, as modified by the Interim Order and the Plan of Arrangement, and consult with their own legal advisor.**

PART 16: GENERAL INFORMATION

16.1 Other Matters

At the time of the printing of this Circular, management of Brio Gold does not know of any amendment, variation or other matter to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, the form of proxy accompanying this Circular will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

16.2 Interest of Certain Persons in Matters to be Acted Upon

Except as otherwise disclosed in this Circular, including under "*The Arrangement – Interests of Certain Persons in the Arrangement*", no director or Named Executive Officer of Brio Gold, and no associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in respect of the Arrangement.

16.3 Interest of Informed Persons in Material Transactions

Other than as described elsewhere in this Circular, including under "*The Arrangement – Interests of Certain Persons in the Arrangement*" since the beginning of the Company's last financial year no informed person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of Brio Gold or any associate or affiliate of any informed person, has or had any material interest, direct or indirect, in any transaction or in any proposed transaction which has materially affected or would material affect the Company or any of its subsidiaries.

16.4 Legal Matters

Certain legal matters in connection with the Arrangement will be reviewed and passed upon by Davies Ward Phillips & Vineberg LLP on behalf of Brio Gold and by Fasken Martineau DuMoulin LLP on behalf of Leagold. As of March 12, 2018, the partners and associates of Davies Ward Phillips & Vineberg LLP beneficially owned, directly or indirectly, less than 1% of the outstanding securities of the Company, Leagold and their respective associates and affiliates.

16.5 Additional Information

Additional information regarding Brio Gold and its business activities is available on SEDAR at www.sedar.com under Brio Gold's profile and on Brio Gold's website at www.briogoldinc.com. Following the Meeting, the voting results for each item on the proxy will be available on SEDAR at www.sedar.com under Brio Gold's profile. Brio Gold's financial information is provided in the Company's comparative annual financial statements and related MD&A for its most recently completed financial year and may be viewed on SEDAR at the location noted above and on Brio Gold's website. Shareholders may also contact Brio Gold by telephone at 416-860-6310 or by email at info@briogoldinc.com to request copies of these documents, which will be provided free of charge.

16.6 Directors' Approval

The contents of this Circular and its distribution to the Shareholders have been approved by the Board. A copy of this Circular has been sent to each director of Brio Gold, each Brio Securityholder entitled to receive notice of the Meeting and the auditors of Brio Gold.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) Gil Clausen

Gil Clausen
President & Chief Executive Officer

Toronto, Ontario
March 15, 2018

CONSENT

TO: BRIO GOLD INC. ("**Brio Gold**")

Reference is made to the National Bank Financial Inc. fairness opinion dated February 15, 2018 (the "**Fairness Opinion**") prepared in connection with the arrangement under the *Business Corporations Act* (Ontario) involving Brio Gold and Leagold Mining Corporation described in the management information circular of Brio Gold dated March 15, 2018 (the "**Circular**").

We hereby consent to (i) the inclusion of the Fairness Opinion and a summary thereof in the Circular and (ii) references to our firm and to the Fairness Opinion in the Circular.

In providing our consent, we do not intend or permit that any person other than the Special Committee of Brio Gold and the Board of Directors of Brio Gold be entitled to rely on the Fairness Opinion.

Dated this 15th day of March, 2018

(signed) National Bank Financial Inc.

APPENDIX A
GLOSSARY OF TERMS

Unless the context otherwise requires, when used in this Circular the following terms shall have the meanings set forth below.

"**Acquisition Agreement**" means any letter of intent, memorandum of understanding or other contract, agreement in principle, acquisition agreement, merger agreement or similar agreement or understanding with respect to any Acquisition Proposal but does not include a confidentiality agreement permitted by and entered into in accordance with the Arrangement Agreement;

"**Acquisition Proposal**" means, in respect of Brio Gold or Leagold, as applicable, at any time after the entering into of the Arrangement Agreement, whether or not in writing, any:

(a) proposal with respect to:

(i) any direct or indirect acquisition, take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in any person or group of persons other than the other Party or any of its affiliates beneficially owning Brio Shares or Leagold Shares, as applicable (or securities convertible into or exchangeable or exercisable for Brio Shares or Leagold Shares, as applicable) representing 20% or more of the Brio Shares or Leagold Shares, as applicable, then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for Brio Shares or Leagold Shares, as applicable);

(ii) any plan of arrangement, amalgamation, merger, share exchange, consolidation, reorganization, recapitalization, liquidation, dissolution, winding up, exclusive license, business combination or other similar transaction in respect of Brio Gold or any of its subsidiaries, or Leagold or any of its subsidiaries, as applicable (excluding any such internal reorganization involving only Brio Gold and/or its wholly-owned subsidiaries, or Leagold and/or its wholly-owned subsidiaries, as applicable);

(iii) any direct or indirect acquisition by any person or group of persons of any material assets of Brio Gold or Leagold, as applicable, and/or any interest in one or more of its subsidiaries (including shares or other equity interest of subsidiaries) that:

a. hold the Brio Properties or the Leagold Properties, as applicable;

b. represent 20% or more of the voting, equity or other securities of any such subsidiary (or rights or interests therein or thereto); or

c. constitute or hold 20% or more of the fair market value of the assets of Brio Gold and its subsidiaries (taken as a whole), or assets of Leagold and its subsidiaries (taken as a whole), as applicable, based on the financial statements of Brio Gold or Leagold, as applicable, most recently filed prior to such time as part of the Brio Public Disclosure Record or the Leagold Public Disclosure Record, as applicable; or

(iv) any direct or indirect sale, disposition, lease, license, royalty, alliance or joint venture, long-term supply agreement or other arrangement having a similar economic effect as a sale, whether in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings of Brio Gold and its subsidiaries, or Leagold and its subsidiaries, as applicable, in each case taken as a whole, or of 20% or more of any class of voting, equity or other securities or any securities exchangeable for or convertible into voting, equity or other securities of Brio Gold and its subsidiaries, or Leagold and its subsidiaries, as applicable (or rights or interests therein or thereto);

(b) inquiry, expression or other indication of interest or offer to, or public announcement of or of an intention to do any of the foregoing;

(c) modification or proposed modification of any such proposal, inquiry, expression or indication of interest; or

(d) other transaction or agreement, the consummation of which could reasonably be expected to materially impede, prevent or delay the transactions contemplated by the Arrangement Agreement or completion of the Arrangement,

in each case excluding the Arrangement and the other transactions contemplated by the Arrangement Agreement;

"**Adjusted Exchange Factor**" means 0.922, plus the Incremental Warrant Exchange Factor;

"**allowable capital loss**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada –Taxation of Capital Gains and Capital Losses*";

"**Amalco**" means the amalgamated entity resulting from the amalgamation of Amalgamation Sub and Brio Gold pursuant to Section 2.3(d) of the Plan of Arrangement;

"**Amalco Shares**" means the common shares in the capital of Amalco;

"**Amalgamation Sub**" means a wholly-owned subsidiary of Leagold incorporated under the OBCA;

"**Amalgamation Sub Shares**" means the common shares in the capital of Amalgamation Sub;

"**Arrangement**" means an arrangement under the provisions of Section 182 of the OBCA, on the terms and conditions set forth in the Plan of Arrangement as amended or varied from time to time in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in either the Interim Order or Final Order;

"**Arrangement Agreement**" means the arrangement agreement made as of February 15, 2018 between Brio Gold and Leagold (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Arrangement Resolution**" means the special resolution approving the Arrangement to be considered and, if thought fit, passed at the Meeting by the Shareholders entitled to vote thereon pursuant to the Interim Order attached hereto as Appendix "D";

"**Articles of Arrangement**" means the articles of arrangement of Brio Gold in respect of the Arrangement, to be sent to the Director pursuant to the OBCA after the Final Order is made, which shall be in form and substance satisfactory to Leagold and Brio Gold, each acting reasonably;

"**Beneficial Shareholder**" has the meaning ascribed thereto under "*Dissenting Shareholders' Rights*";

"**Board**" means the board of directors of Brio Gold;

"**Brio Contract**" means any contract, agreement, license, lease, arrangement, commitment, understanding, note, instrument, or other right or obligation (whether written or oral) to which Brio Gold, or any of its subsidiaries, is a party or by which Brio Gold, or any of its subsidiaries, is bound or affected or to which any of their respective properties or assets is subject;

"**Brio Directors**" means Gil Clausen, John Gravelle, Sarah Strunk, Daniel Racine, and William Washington;

"**Brio DSUs**" means the deferred share units granted under the Brio Incentive Plan, which are, at such time, outstanding, whether or not vested;

"**Brio Expense Reimbursement**" means the sum of US$3,000,000 payable by Brio Gold to Leagold in the event the Arrangement Agreement is terminated in certain circumstances set out in Section 5.2 of the Arrangement Agreement;

"**Brio Fundamental Representations**" means the representations and warranties of Brio Gold in Sections 3.1(a), 3.1(b), 3.1(c), 3.1(f), 3.1(j), 3.1(l)(ii), 3.1(q)(i) and (ii), 3.1(ff) and 3.1(gg) of the Arrangement Agreement;

"**Brio Gold**" means Brio Gold Inc., a corporation incorporated under the laws of the Province of Ontario;

"**Brio Historical RSUs**" means the outstanding restricted share units granted, originally under the historical restricted share unit plan of Brio Gold, to Joseph Longpré and Letitia Wong, pursuant to grant letters dated, respectively, May 15, 2015 and October 16, 2016, in each case, as amended, which are outstanding, whether or not vested;

"**Brio Incentive Plan**" means the omnibus incentive plan of Brio Gold approved by Shareholders on May 5, 2017;

"**Brio Options**" means, at any time, options to acquire Brio Shares granted pursuant to the Brio Incentive Plan, which are, at such time, outstanding and unexercised, whether or not vested;

"**Brio Properties**" means Pilar, Caiamar and Maria Lázara gold mines and the Três Buracos deposit, the Fazenda Brasileiro gold mine, the Riacho dos Machados gold mine, and the Santa Luz gold mine;

"**Brio Public Disclosure Record**" means all documents filed or furnished under applicable Securities Laws by or on behalf of Brio Gold on SEDAR between October 17, 2016 and February 15, 2018;

"**Brio Restricted Stock**" means the restricted stock granted under the Brio Incentive Plan, which are, at such time, outstanding, whether or not vested;

"**Brio RSUs**" means the restricted share units granted under the Brio Incentive Plan, which are, at such time, outstanding, whether or not vested;

"**Brio Securityholder**" means holders of Brio Shares, Brio Options, Brio Warrants, Brio RSUs, Brio DSUs and Brio Restricted Stock immediately prior to the Effective Time;

"**Brio Share Certificate**" means a certificate representing Brio Shares;

"**Brio Shares**" means the common shares without par value in the capital of Brio Gold;

"**Brio Support Agreement**" has the meaning ascribed thereto under "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders – Brio Support Agreement*";

"**Brio Supporting Shareholders**" has the meaning ascribed thereto under "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders – Brio Support Agreement*";

"**Brio Warrant**" means one whole purchase warrant issued by Brio Gold entitling the holder thereof to purchase one Brio Share at a price of C$3.70 for a period of two years from the Effective Date, which warrant is, subject to applicable Securities Laws, transferrable;

"**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia, or Toronto, Ontario are authorized or required by applicable Law to be closed;

"**Cash Settled RSUs**" means one half of all Brio Historical RSUs outstanding held by each holder of Brio Historical RSUs immediately prior to the Effective Time, to be settled for cash pursuant to Section 2.3(b) of the Plan of Arrangement;

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to section 183(2) of the OBCA;

"**Change of Recommendation**" means a situation where, prior to the approval of the Arrangement Resolution by the Shareholders, the Board or any committee thereof:

(a) fails to publicly make a recommendation that the Shareholders vote in favour of the Arrangement Resolution;

(b) withdraws, modifies, qualifies or changes, in a manner adverse to Leagold, its approval or recommendation of the Arrangement;

(c) accepts, approves, endorses or recommends any Acquisition Proposal;

(d) takes no position or remains neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal for a period exceeding five Business Days (or, if the Meeting is scheduled to occur within such five Business Day period, then for a period beyond the fifth Business Day prior to the date of the Meeting); or

(e) publicly proposes or announces its intention to do any of the foregoing;

"**Circular**" means this Management Information Circular together with all appendices hereto to be mailed or otherwise distributed by the Company to the Shareholders;

"**Code**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations – Scope of This Disclosure – Authorities*";

"**COFECE**" has the meaning ascribed thereto under "*Summary – Procedure for the Arrangement to Become Effective – Conditions Precedent*";

"**COFECE Approval**" has the meaning ascribed thereto under "*Summary – Procedure for the Arrangement to Become Effective – Conditions Precedent*";

"**Company**" means Brio Gold Inc., a corporation incorporated under the laws of the Province of Ontario;

"**Confidentiality Agreement**" means the confidentiality agreement dated as of February 7, 2018 between Brio Gold and Leagold;

"**Consideration Securities**" means Leagold Shares and Consideration Warrants to be issued by Leagold pursuant to the Plan of Arrangement on the basis of 0.922 Leagold Shares and 0.4 Consideration Warrants for each Brio Share (other than Brio Shares that constitute Brio Restricted Stock, which will be exchanged as described under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*");

"**Consideration Warrant**" means one whole Leagold Share purchase warrant entitling the holder thereof to purchase one Leagold Share at a price of C$3.70 for a period of two years from the Effective Date, which warrant is exercisable (i) outside the United States by holders that are not U.S. Persons, or (ii) within the United States, by holders that are U.S. Persons, if an exemption from registration under the U.S. Securities Act and state Securities Laws is available, and which warrant shall be transferable, subject to applicable Securities Laws;

"**Convertible Securities**" has the meaning ascribed thereto under "*The Arrangement – Securities Law and Regulatory Matters*";

"**Court**" means the Ontario Superior Court of Justice (Commercial List);

"**Depositary**" means Computershare Investor Services Inc.;

"**Director**" means the Director appointed pursuant to Section 278 of the OBCA;

"**Dissent Rights**" means the right to dissent in connection with the Plan of Arrangement granted to registered Shareholders by the Court in the Interim Order and in accordance with Section 185 of the OBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order;

"**Dissenting Non-Resident Holder**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Non-Residents of Canada – Dissenting Non-Resident Holders*";

"**Dissenting Resident Holder**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada – Dissenting Resident Holders*";

"**Dissenting Shareholders**" means the registered Shareholders who validly exercise Dissent Rights in respect of their Brio Shares;

"**DRS Statement**" means, in relation to the Brio Shares, written evidence of the book entry issuance or holding of such shares issued to the holder by the transfer agent of such shares;

"**Effective Date**" means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;

"**Fairness Opinion**" means the opinion provided by National Bank Financial Inc. to the effect that, as at the date of such opinion, the consideration to be received by the Shareholders under the Arrangement is fair, from a financial point of view, to such Shareholders (other than Yamana);

"**Final Order**" means the order made after application to the Court approving the Arrangement, in form and substance acceptable to Brio Gold and Leagold, each acting reasonably, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**Financial Advisors**" means CIBC World Markets Inc. and National Bank Financial Inc.;

"**Former Brio Securityholder**" means holders of Brio Shares, Brio Options, Brio Warrants, Brio RSUs, Brio DSUs and Brio Restricted Stock immediately prior to the Effective Time;

"**Goldcorp**" means Goldcorp Inc.;

"**Goldcorp Anti-Dilution Right**" has the meaning ascribed thereto under "*Risk Factors – Risks Related to the Arrangement*";

"**Governmental Authority**" means any foreign or domestic multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, bureau, commission, board or authority of any government, governmental body, governmental or public department, central bank, foreign investment authority, quasi-governmental or private body (including the TSX or any other stock exchange) exercising any statutory, regulatory, expropriation, environmental or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

"**Holder**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations*";

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Incremental Warrant Exchange Factor"** means the quotient calculated using the following formula:

(i) a numerator being 0.4 of the value of a full Consideration Warrant (which value is calculated using the Black-Scholes methodology with the following parameters):

(A) an exercise price of C$3.70;

(B) a two-year term;

(C) the 3-day VWAP of Leagold Shares on the TSX immediately preceding the Effective Date;

(D) a volatility input of 30%; and

(E) any other parameters Leagold and Brio Gold may mutually agree to, each acting reasonably; and

(ii) a denominator being the 3-day VWAP of the Leagold Shares on the Toronto Stock Exchange immediately preceding the Effective Date;

"**Indemnified Party**" has the meaning ascribed thereto under "*The Arrangement – Interests of Certain Persons in the Arrangement – Indemnification of Brio Gold's Employees*";

"**Interim Order**" means the order made after application to the Court, in form and substance acceptable to Brio Gold and Leagold, each acting reasonably, containing declarations and directions in respect of the notice to be given and the conduct of the Meeting and the Arrangement, as such order may be amended, supplemented or varied by the Court;

"**Intermediary**" means, collectively, a broker, investment dealer, bank, trust company, nominee or other intermediary;

"**IRS**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations*";

"**Laws**" means all laws, statutes, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity and the term "applicable" with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities;

"**Leagold**" means Leagold Mining Corporation, a corporation existing under the laws of British Columbia;

"**Leagold Arrangement Option**" means an option issued by Leagold in exchange for a Brio Option, exercisable solely for Leagold Shares, pursuant to Section 2.3(d)(v) of the Plan of Arrangement;

"**Leagold Board**" means the board of directors of Leagold;

"**Leagold Contract**" means any contract, agreement, license, lease, arrangement, commitment, understanding, note, instrument, or other right or obligation (whether written or oral) to which Leagold, or any of its subsidiaries, is a party or by which Leagold, or any of its subsidiaries, is bound or affected or to which any of their respective properties or assets is subject;

"**Leagold Expense Reimbursement**" means the sum of US$3,000,000 payable by Leagold to Brio Gold in the event the Arrangement Agreement is terminated in certain circumstances set out in Section 5.3 of the Arrangement Agreement;

"**Leagold Fundamental Representations**" means the representations and warranties of Leagold in Sections 3.2(a), 3.2(b), 3.2(c), 3.2(f), 3.2(j), 3.2(l)(ii), 3.2(q)(i) and (ii) and 3.2(dd) of the Arrangement Agreement;

"**Leagold Lock-Up Securities**" has the meaning ascribed thereto under "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders – Yamana Support Agreement*";

"**Leagold Properties**" means the Los Filos Gold Mine in Guerrero State, Mexico, as more particularly described in Leagold's amended and restated NI 43-101 technical report titled "Amended NI 43-101 Technical Report and Preliminary Economic Assessment" with an effective date of December 31, 2016 and filed on SEDAR on March 1, 2017;

"**Leagold Public Disclosure Record**" means all documents filed or furnished under applicable Securities Laws by or on behalf of Leagold on SEDAR between June 1, 2016 and February 15, 2018;

"**Leagold Shareholder**" means a holder of one or more Leagold Shares;

"**Leagold Shareholder Approval**" means either the written consent of holders of Leagold Shares representing more than 50% of the outstanding Leagold Shares, or an ordinary resolution passed at a special meeting of holders of Leagold Shares, approving the issuance of the Leagold Shares and Consideration Warrants comprising the Consideration Securities, in accordance with the policies of the TSX;

"**Leagold Shares**" means the common shares in the capital of Leagold;

"**Letter of Transmittal**" means the letter of transmittal sent to the registered Shareholders for use in connection with the Arrangement;

"**Liens**" means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Material Adverse Effect**" means, in respect of any Party, any result, fact, change, effect, event, circumstance, occurrence or development that, individually or taken together with all other results, facts, changes, effects, events, circumstances, occurrences or developments, has or could reasonably be expected to have a material and adverse effect on the business, operations, results of operations, capitalization, assets, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), or condition (financial or otherwise) of that Party and its subsidiaries, taken as a whole, as the context may require, provided, however, that any result, fact, change, effect, event, circumstance, occurrence or development that arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to any of the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been, a Material Adverse Effect:

(a) changes, developments or conditions in or relating to general international or Canadian, United States, Mexican or Brazilian political, economic or financial or capital market conditions;

(b) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority;

(c) changes or developments affecting the global mining or gold mining industry in general;

(d) any changes in the price of gold;

(e) any generally applicable changes in IFRS as incorporated in the Handbook of the Canadian Institute of Chartered Accountants;

(f) a change in the market price of that Party's publicly traded shares (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect);

(g) a change relating to currency exchange rates;

(h) a change attributable to the announcement of the transactions contemplated hereby; or

(i) any failure by that Party or any of its subsidiaries, as applicable, to meet any public estimates or expectations regarding its revenues, earnings or other financial performance or results of operations (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect),

provided, however, that each of clauses (a) through (c) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) that Party and its subsidiaries taken as a whole or disproportionately adversely affects that Party and its subsidiaries taken as a whole in comparison to other persons of a similar size who operate in the gold mining industry and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Material Adverse Effect has occurred;

"**Meeting**" means the special meeting of the Shareholders to be held at the offices of Davies Ward Phillips & Vineberg LLP, 40th floor, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, on April 12, 2018 at 10:00 a.m. (Eastern time);

"**Meeting Materials**" has the meaning ascribed thereto under "*Voting Information – Voting Process – Non-Registered Shareholders*";

"**Mexican Notifiable Transaction**" has the meaning ascribed thereto under "*The Arrangement – Securities Law and Regulatory Matters*";

"**MI 61-101**" has the meaning ascribed thereto under "*The Arrangement – Securities Law and Regulatory Matters*";

"**Named Executive Officers**" means Gil Clausen (President and Chief Executive Officer of Brio Gold), Joseph Longpré (Chief Financial Officer of Brio Gold), Lance Newman (Vice President, Technical Services of Brio Gold), Mark Stevens (Vice President, Exploration of Brio Gold) and Letitia Wong (Vice President, Corporate Development of Brio Gold);

"**Non-Registered Shareholders**" has the meaning ascribed thereto under "*Voting Information – Voting Process – Non-Registered Shareholders*";

"**Non-Resident Holder**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Non-Residents of Canada*";

"**OBCA**" means the *Business Corporations Act* (Ontario) including all regulations made thereunder, as promulgated or amended from time to time;

"**Outside Date**" means July 31, 2018, subject to the right of Leagold to postpone the Outside Date for up to an additional 60 days (in increments of at least 15 days, as specified by Leagold) if any of the Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by July 31, 2018 (or any subsequent Outside Date) and such Regulatory Approvals are reasonably likely to be obtained within such additional 60 day period, by giving written notice to Brio Gold to such effect no later than 4:30 p.m. (Vancouver time) on the date that is not less than seven days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties;

"**Parties**" means Brio Gold and Leagold and "**Party**" means any one of them;

"**Permitted Acquisition Agreement**" means an agreement, arrangement or understanding entered into by Brio Gold or Leagold to implement, pursue or support a Superior Proposal, which:

(a) other than in respect of the requirement for such Party to change its recommendation in respect of the Arrangement as contemplated in the Arrangement Agreement, all obligations of such Party (other than confidentiality) contained in the agreement, arrangement or understanding are effective only following the satisfaction of a condition precedent that, for Brio Gold, the Arrangement Resolution shall have failed to receive the requisite vote of the Shareholders at the Meeting (including any adjournments or postponements thereof) in accordance with the Interim Order and, for Leagold, Leagold shall have failed to obtain the Leagold Shareholder Approval at a special meeting of the holders of Leagold Shares to obtain the Leagold Shareholder Approval (including any adjournments or postponements thereof);

(b) other than as required by applicable Law prior to the satisfaction of the applicable condition precedent referred to in clause (a) above, does not require such Party to take any further steps in respect of the Superior Proposal, including any filing or notice to any Governmental Authority, until the applicable condition precedent referred to in clause (a) above has been satisfied;

(c) terminates automatically in accordance with its terms, and is of no further force or effect, immediately upon the failure of the applicable condition precedent referred to in clause (a) above to be satisfied;

(d) does not contain any provisions providing for the payment of any amount or the taking of any other action by such Party as a result of the completion of the transactions contemplated by this Agreement or the failure to satisfy the applicable condition precedent referred to in clause (a) above; and

(e) other than in respect of the ability of such Party to change its recommendations or determinations in respect of the Arrangement upon the entering into of the agreement, arrangement or understanding as provided in the Arrangement Agreement, such agreement, arrangement or understanding does not by its terms otherwise prevent, delay or inhibit, in any way, such Party from completing the Arrangement in accordance with the terms of the Arrangement Agreement unless and until such time as the applicable condition precedent referred to in clause (a) above is satisfied;

"**person**" includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status;

"**PFIC**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations – Certain U.S. Federal Income Tax Consequences of the Arrangement – Tax Consequences of the Arrangement if Brio Gold is Classified as a PFIC*";

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form and content set out in Appendix "C" hereto, as amended, modified or supplemented from time to time in accordance with the Arrangement Agreement or the Plan of Arrangement, with the consent of Brio Gold and Leagold, each acting reasonably, or at the direction of the Court in the Final Order;

"**Proceeding**" means any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or inquiry before or by any Governmental Authority, or any claim, action, suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding, including by any third party whatsoever;

"**Proposed Amendments**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations*";

"**Proposed PFIC Regulations**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations – Certain U.S. Federal Income Tax Consequences of the Arrangement – Tax Consequences of the Arrangement if Brio Gold is Classified as a PFIC*";

"**RDSP**" has the meaning ascribed thereto under "*Eligibility for Investment*";

"**Record Date**" means the close of business (Eastern time) on March 12, 2018;

"**Regulation S**" has the meaning ascribed thereto under "*The Arrangement – Securities Law and Regulatory Matters*";

"**Regulations**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations*";

"**Regulatory Approvals**" means sanctions, rulings, consents, orders, exemptions, permits, waivers, early termination authorizations, clearances, written confirmations of no intention to initiate legal proceedings and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Authorities and relating to the Arrangement, and includes the COFECE Approval;

"**Remaining Historical RSUs**" means the Brio Historical RSUs that are not Cash Settled RSUs;

"**Reorganization**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations – Certain U.S. Federal Income Tax Consequences of the Arrangement – Characterization of the Arrangement for U.S. Federal Income Tax Purposes*";

"**Required Regulatory Approvals**" means the COFECE Approval and the necessary conditional approvals or equivalent approvals, as the case may be, of the TSX, including in respect of the issuance of the Consideration Securities and the Leagold Shares issuable on the exercise of the Consideration Warrants and the listing of the Consideration Securities and the Leagold Shares issuable on the exercise of the Consideration Warrants on the TSX;

"**Resident Holder**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada*";

"**RESP**" has the meaning ascribed thereto under "*Eligibility for Investment*";

"**RRIF**" has the meaning ascribed thereto under "*Eligibility for Investment*";

"**RRSP**" has the meaning ascribed thereto under "*Eligibility for Investment*";

"**Rule 144**" has the meaning ascribed thereto under "*The Arrangement – Securities Law and Regulatory Matters*";

"**Securities Act**" means the *Securities Act* (Ontario) and the instruments, rulings, blanket orders, rules, regulations and published policies made thereunder;

"**Securities Laws**" means:

(a) the Securities Act and all other applicable Canadian provincial and territorial securities Laws;

(b) the U.S. Securities Act, the U.S. Exchange Act and all other U.S. federal and state securities Laws; and

(c) the rules and regulations of the TSX;

"**SEDAR**" means the Canadian System for Electronic Document Analysis and Retrieval;

"**Shareholder**" or "**Brio Gold Shareholder**" means a holder of one or more Brio Shares;

"**Special Committee**" means the special committee of independent directors, struck by the Board on December 10, 2017, consisting of Sarah Strunk, John Gravelle and William Washington;

"**subsidiary**" means, with respect to a specified entity, any:

(a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation;

(b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and

(c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity;

"**Superior Proposal**" means, in respect of a Party, an unsolicited Acquisition Proposal made in writing on or after the date of the Arrangement Agreement by a person or persons acting jointly (other than the other Party and its affiliates) that:

(a) is to acquire not less than all of the outstanding common shares of such Party or all or substantially all of the assets of such Party on a consolidated basis;

(b) complies with Securities Laws and did not result from, or arise in connection with:

(i) a breach of Article 5 of the Arrangement Agreement; or

(ii) any agreement between the person making such Acquisition Proposal and such Party other than a confidentiality agreement permitted by and entered into in accordance with Section 5.1(e) of the Arrangement Agreement;

(c) the board of directors of such Party has determined, in good faith, after consultation with its financial advisors and outside legal counsel, would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is more favourable to such Party's shareholders from a financial point of view than the Arrangement (taking into account any amendment proposed to be made to the Arrangement Agreement by the other Party in accordance with the terms of Article 5 of the Arrangement Agreement);

(d) if it relates to the acquisition of not less than all of the outstanding common shares of such Party, then the consideration for such shares is made available to all shareholders of such Party on the same terms and conditions;

(e) is not subject to any financing condition and in respect of which adequate arrangements have been made to ensure that the required funds to complete such Acquisition Proposal will be available;

(f) is not subject to any due diligence and/or access condition; and

(g) the board of directors of such Party has determined, in good faith, after consultation with its financial advisors and outside legal counsel, is reasonably capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal;

"**Superior Proposal Notice Period**" has the meaning ascribed thereto under "*The Arrangement Agreement – Acquisition Proposals and Superior Proposals*";

"**Support Agreements**" means the voting and support agreement, dated effective on or before the date of the Arrangement Agreement (i) between Leagold and Yamana and (ii) between Leagold, Brio Gold and each of the Brio Directors and the Named Executive Officers, which agreements provide that Yamana, the Brio Directors and the Named Executive Officers shall, among other things:

(a) vote all Brio Shares of which they are the registered or beneficial holder or over which they have control or direction, in favour of the Arrangement; and

(b) not dispose of their Brio Shares;

"**Tax Act**" has the meaning ascribed thereto under "*The Arrangement – Consideration and Procedure for Exchange of Certificates by Shareholders – Withholding Rights*";

"**taxable capital gain**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada – Dividends on Leagold Shares*";

"**TFSA**" has the meaning ascribed thereto under "*Eligibility for Investment*";

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

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

"**U.S. Holder**" has the meaning ascribed thereto under "*Certain United States Federal Income Tax Considerations – Scope of This Disclosure – U.S. Holders*";

"**U.S. Person**" means a U.S. Person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;

"**U.S. Securityholder**" has the meaning ascribed thereto under "*Notice to Shareholders in the United States*";

"**U.S. Treaty**" has the meaning ascribed thereto under "*Certain Canadian Federal Income Tax Considerations – Non-Residents of Canada – Dividends on Leagold Shares*";

"**United States**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

"**Voting Agreements**" means certain voting agreements entered into between Leagold and certain shareholders of Leagold;

"**VWAP**" means the volume weighted average trading price;

"**Warrant Indenture**" has the meaning ascribed thereto under "*The Arrangement – Description of the Arrangement – Plan of Arrangement*";

"**Yamana**" means Yamana Gold Inc.; and

"**Yamana Support Agreement**" has the meaning ascribed thereto under "*The Arrangement – Voting Support Agreements and Intentions of Certain Shareholders – Yamana Support Agreement*";

APPENDIX B
ARRANGEMENT RESOLUTION

RESOLUTION OF THE SHAREHOLDERS
OF BRIO GOLD INC.

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The arrangement (the "**Arrangement**") under section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Brio Gold Inc. (the "**Company**"), as more particularly described and set forth in the management information circular dated March 15, 2018 of the Company accompanying the notice of this meeting, as the Arrangement may be 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, the full text of which is set out as Schedule A to the Arrangement Agreement made as of February 15, 2018 between Leagold Mining Corporation and the Company (the "**Arrangement Agreement**"), as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

3. The Arrangement Agreement, the actions of the directors of the Company in approving the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of the Company or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List), the directors of the Company are hereby authorized and empowered without further notice to or approval of the shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the OBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.

6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed, under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, 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
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Arrangement Agreement and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below (and grammatical variations of such terms shall have corresponding meanings):

(a) "**Adjusted Exchange Factor**" means 0.922, plus the Incremental Warrant Exchange Factor;

(b) "**Amalco**" means the amalgamated entity resulting from the amalgamation of Amalgamation Sub and Brio pursuant to Section 2.3(d);

(c) "**Amalco Shares**" means the common shares in the capital of Amalco;

(d) "**Amalgamation**" has the meaning set out in Section 2.3(d);

(e) "**Amalgamation Sub**" means a wholly-owned subsidiary of Leagold to be incorporated under the OBCA;

(f) "**Amalgamation Sub Shares**" means the common shares in the capital of Amalgamation Sub;

(g) "**Arrangement**" means the arrangement under the provisions of section 182 of the OBCA on the terms and subject to the conditions set out herein, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or Article 5 hereof or made at the direction of the Court in either the Interim Order or Final Order with the consent of Leagold and Brio, each acting reasonably;

(h) "**Arrangement Agreement**" means the arrangement agreement dated as of February 15, 2018 between Brio and Leagold, as amended or supplemented prior to the Effective Date, which provides for, among other things, the Arrangement;

(i) "**Arrangement Resolution**" means the special resolution approving the Arrangement to be considered and, if thought fit, passed by the Brio Shareholders, such resolution to be considered at the Brio Meeting and to be substantially in the form and content of Schedule B to the Arrangement Agreement;

(j) "**Articles of Arrangement**" means the articles of arrangement of Brio in respect of the Arrangement, to be sent to the Director pursuant to the OBCA after the Final Order is made, which shall be in form and substance satisfactory to Leagold and Brio, each acting reasonably;

(k) "**Brio**" means Brio Gold Inc.;

(l) "**Brio DSUs**" means deferred share units granted under the Brio Incentive Plan, which are outstanding, whether or not vested;

(m) "**Brio Historical RSUs**" means the outstanding restricted share units granted originally under, the historical Restricted Share Unit Plan of Brio, to Joe Longpre and Letitia Wong, pursuant to grant letters dated, respectively, May 15, 2015 and October 16, 2016, in each case, as amended, which are outstanding, whether or not vested;

(n) "**Brio Incentive Plan**" means the omnibus incentive plan of Brio approved by Brio Shareholders on May 5, 2017;

(o) "**Brio Meeting**" means the special meeting of Brio Shareholders, including any adjournments or postponements thereof, to be called and held in accordance with the Interim Order, to among other things, consider and, if deemed advisable, approve the Arrangement Resolution and all other matters requiring approval pursuant to the terms and conditions of the Arrangement Agreement or the Interim Order;

(p) "**Brio Options**" means options to acquire Brio Shares granted under the Brio Incentive Plan, which are outstanding and unexercised, whether or not vested;

(q) "**Brio Restricted Stock**" means restricted stock granted under the Brio Incentive Plan, which are outstanding, whether or not vested;

(r) "**Brio RSUs**" means restricted share units granted under, or subject to, the Brio Incentive Plan, which are outstanding, whether or not vested;

(s) "**Brio Securities**" means the Brio Shares, Brio Options, Brio Warrants, Brio RSUs, Brio DSUs and Brio Restricted Stock;

(t) "**Brio Share Certificate**" means a certificate representing Brio Shares;

(u) "**Brio Shareholder**" means a holder of one or more Brio Shares;

(v) "**Brio Shares**" means the common shares in the capital of the Brio;

(w) "**Brio Warrant**" means one whole purchase warrant issued by Brio entitling the holder thereof to purchase one Brio Share at a price of $3.70 for a period of two years from the Effective Date, which warrant is, subject to applicable Securities Laws, transferrable;

(x) "**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia or Toronto, Ontario are authorized or required by applicable Law to be closed;

(y) "**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to section 183(2) of the OBCA after the Articles of Arrangement have been sent to and filed with the Director;

(z) "**Circular**" means the notice of the Brio Meeting to be sent to Brio Shareholders and the management information circular to be prepared in connection with the Brio Meeting, together with any amendments thereto or supplements thereof, and any other registration statement, information circular or proxy statement which may be prepared for delivery to Brio Shareholders in connection with the Brio Meeting;

(aa) "**Code**" means the *United States Internal Revenue Code of 1986*, as amended;

(bb) "**Consideration Securities**" means Leagold Shares and Leagold Warrants to be issued pursuant to Section 2.3 of this Plan of Arrangement;

(cc) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(dd) "**Depositary**" means any entity agreed to in writing by Leagold and Brio for the purpose of, among other things, exchanging certificates representing Brio Shares for the Consideration Securities in connection with the Arrangement;

(ee) "**Dissent Rights**" means the right to dissent in connection with the Plan of Arrangement granted to registered Brio Shareholders by the Court in the Interim Order and in accordance with Section 185 of the OBCA, as modified by Article 3 hereof, the Interim Order and the Final Order;

(ff) "**Dissenting Shareholder**" means a registered Brio Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and who is ultimately entitled to be paid fair value for his, her or its Brio Shares, in strict compliance with Article 3 hereof;

(gg) "**DRS Statement**" means, in relation to Brio Shares, written evidence of the book entry issuance or holding of such shares issued to the holder by the transfer agent of such shares;

(hh) "**Effective Date**" means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement;

(ii) "**Effective Time**" means 12:01 a.m. on the Effective Date;

(jj) "**Final Order**" means the order made after application to the Court approving the Arrangement, in form and substance acceptable to Brio and Leagold, each acting reasonably, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(kk) "**Former Brio Securityholder**" means holders of Brio Shares, Brio Options, Brio Warrants, Brio RSUs, Brio DSUs and Brio Restricted Stock immediately prior to the Effective Time;

(ll) "**Former Brio Shareholder**" means holders of Brio Shares, other than Brio Shares which constitute Brio Restricted Stock, immediately prior to the Effective Time;

(mm) "**Incremental Warrant Factor**" means the quotient calculated using the following formula:

(i) a numerator being 0.4 of the value of a full Leagold Warrant (which value is calculated using the Black-Scholes methodology with the following parameters):

(A) an exercise price of $3.70;

(B) a two-year term;

(C) the 3-day VWAP of Leagold Shares on the Toronto Stock Exchange immediately preceding the Effective Date;

(D) a volatility input of 30%; and

(E) any other parameters Leagold and Brio may mutually agree to, each acting reasonably; and

(ii) a denominator being the 3-day VWAP of the Leagold Shares on the Toronto Stock Exchange immediately preceding the Effective Date;

(nn) "**Interim Order**" means the order made after application to the Court, in form and substance acceptable to Brio and Leagold, each acting reasonably, containing declarations and directions in respect of the notice to be given and the conduct of the Brio Meeting and the Arrangement, as such order may be amended, supplemented or varied by the Court;

(oo) "**Leagold**" means Leagold Mining Corporation;

(pp) "**Leagold Shares**" means the common shares in the capital of Leagold;

(qq) "**Leagold Warrant**" means one whole purchase warrant issued by Leagold entitling the holder thereof to purchase one Leagold Share at a price of $3.70 for a period of two years from the Effective Date, which warrant is, subject to applicable Securities Laws, transferrable;

(rr) "**Letter of Transmittal**" means the letter of transmittal to be sent to Brio Shareholders for use in connection with the Arrangement;

(ss) "**Liens**" means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(tt) "**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as promulgated or amended from time to time prior to the Effective Date;

(uu) "**person**" includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status;

(vv) "**Plan of Arrangement**" means this plan of arrangement and any amendments or variations hereto made in accordance herewith with the Arrangement Agreement and Article 5 hereof or made at the direction of the Court in either the Interim Order or Final Order with the consent of Brio and Leagold, each acting reasonably;

(ww) "**Securities Act**" means the *Securities Act* (Ontario) and the instruments, rulings, blanket orders, rules, regulations and published policies made thereunder;

(xx) "**Securities Laws**" means:

(i) the Securities Act and all other applicable Canadian provincial and territorial securities laws;

(ii) the U.S. Securities Act, the U.S. Exchange Act and all other U.S. federal and state securities laws; and

(iii) the rules and regulations of the Toronto Stock Exchange;

(yy) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

(zz) "**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder;

(aaa) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder; and

(bbb) "**VWAP**" means the volume weighted average trading price.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections and other portions and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "*this Plan of Arrangement*", "*hereof*", "*herein*", "*hereto*", "*hereunder*" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

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

1.5 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein are local time in Toronto, Ontario unless otherwise stipulated herein.

1.7 Currency

Unless otherwise stated, all references in this Plan of Arrangement to amounts of money are expressed in lawful money of Canada, and "$" refers to Canadian dollars.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the provisions of the Arrangement Agreement and forms a part of the Arrangement Agreement. If there is any conflict or inconsistency between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement constitutes an arrangement as referred to in section 182 of the OBCA. The Arrangement will become effective at, and be binding at and after, the Effective Time on: (i) Brio; (ii) Leagold; (iii) all Brio Shareholders; (iv) holders of Brio Warrants; (v) Amalgamation Sub; (vi) Amalco; (vii) holders of Amalco Shares; (viii) all holders of Brio Options, Brio RSUs, Brio DSUs, Brio Restricted Stock and Brio Historical RSUs and (ix) the Depositary.

2.3 The Arrangement

At the Effective Time, the Arrangement shall become effective and the following shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

(a) Each Brio Share held by a Dissenting Shareholder shall be deemed to be transferred and assigned to Brio by the holder thereof, without any further act or formality on the part of the holder (free and clear of all Liens) and:

(i) Brio shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 3 hereof;

(ii) the name of such holder shall be removed from the securities register of Brio as a holder of Brio Shares;

(iii) the Brio Shares so transferred shall be cancelled without any repayment of capital; and

(iv) the holder of such Brio Share immediately prior to such transfer and assignment shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Brio Share to Brio.

(b) one half of all Brio Historical RSUs outstanding held be each holder of Brio Historical RSUs immediately prior to the Effective Time (the "Cash Settled RSUs") shall, notwithstanding the terms of the Brio Incentive Plan, be deemed to have fully vested and each such Cash Settled RSU shall, without any further action by or on behalf of a holder of such Cash Settled RSU, be transferred and surrendered to Brio in exchange for a cash payment by Brio to such holder equal to the product of (x) the Adjusted Exchange Factor multiplied by (y) the number of Brio Shares subject to such Cash Settled RSU multiplied by (z) the 3 day VWAP of Leagold Shares on the Toronto Stock Exchange immediately preceding the Effective Date, and upon the transfer of each such Cash Settled RSU pursuant to this Section 2.3(b):

(i) such Cash Settled RSU shall immediately be cancelled and surrendered and all agreements related thereto shall be terminated; and

(ii) the holder of such Cash Settled RSU shall cease to be a holder of such Cash Settled RSU and cease to have any rights as a holder of such Cash Settled RSU other than the right to be paid the consideration set out in this Section 2.3(b);

(c) Brio will issue to Brio Shareholders in respect of each Brio Share held, one Brio Warrant, which Brio Warrants shall be issued for no consideration and will be deemed to have been acquired at no cost; the Brio Shareholders to whom such Brio Warrants are issued shall be and shall be deemed to be the holder of such Brio Warrants and shall be and shall be deemed to be entered in the securities register of Brio as the sole holder of such Brio Warrants, without any further act or formality on the part of Brio or such Brio Shareholders and no certificates evidencing such Brio Warrants will be issued by Brio.

(d) Amalgamation Sub and Brio shall amalgamate (the "**Amalgamation**") to continue as one corporate entity with the same effect as if they were amalgamated under section 177 of the OBCA except that the legal existence of Amalgamation Sub will not cease and Amalgamation Sub will survive, as more fully described in Section 2.4, and, without limiting the foregoing, the separate legal existence of Brio will cease without Brio being liquidated or wound up, Amalgamation Sub and Brio will continue as one corporation, Amalco, and the property of Brio will become the property of Amalco. On the amalgamation of Amalgamation Sub and Brio to form Amalco pursuant to this Section 2.3(d):

(i) each Amalgamation Sub Share outstanding immediately prior to the Effective Time shall be exchanged for one Amalco Share, the holder of the Amalgamation Sub Shares so exchanged shall be added to the register of holders of Amalco Shares and the Amalgamation Sub Shares so exchanged shall be cancelled without any repayment of capital;

(ii) the issued and outstanding Brio Shares and Brio Warrants (other than Brio Warrants that were issued in respect of Brio Restricted Stock) will be exchanged for Leagold Shares and Leagold Warrants, respectively, as applicable which will be issued by Leagold as follows:

(A) for each whole Brio Share held, 0.922 of a Leagold Share; and

(B) for each whole Brio Warrant held, 0.4 of a Leagold Warrant,

and such Brio Shares and Brio Warrants will be cancelled without any repayment of capital in respect thereof and the holders of Brio Shares and Brio Warrants so exchanged shall be added to the register of holders of Leagold Shares and Leagold Warrants, as applicable;

(iii) each issued and outstanding Brio Warrant issued in respect of a Brio Share that was formerly Brio Restricted Stock will be exchanged for such number of Leagold Shares that is equal to the number of such Brio Warrants multiplied by the Incremental Warrant Exchange Factor and the Brio Warrants so exchanged will be cancelled without any repayment of capital in respect thereof and the holders of Brio Warrants so exchanged shall be added to the register of holders of Leagold Shares;

(iv) in consideration for the issue by Leagold of the Leagold Shares and the Leagold Warrants pursuant to Sections 2.3(d)(ii) and (iii), Amalco shall issue to Leagold one Amalco Share; and

(v) each Brio Option outstanding immediately prior to the Effective Time shall, notwithstanding the terms of the Brio Incentive Plan, be deemed to have fully vested and each such Brio Option shall, without any further action by or on behalf of a holder of Brio Options, be exchanged for an option issued by Leagold (a "**Leagold Arrangement Option**") exercisable solely for Leagold Shares, and upon such exchange:

(A) the per share exercise price for the Leagold Shares issuable upon exercise of each Leagold Arrangement Option shall be the exercise price of the Brio Option divided by the Adjusted Exchange Factor;

(B) the number of Leagold Shares subject to a Leagold Arrangement Option shall be determined by multiplying the number of Leagold Arrangement Options by the Adjusted Exchange Factor;

(C) notwithstanding Sections 2.3(d)(v)(A) and (B), if it is determined in good faith that the excess of the aggregate fair market value of the Leagold Shares subject to a Leagold Arrangement Option immediately after the issuance of the Leagold Arrangement Option over the aggregate option exercise price for such shares pursuant to the Leagold Arrangement Option (such excess referred to as the "In the Money Amount" of the Leagold Arrangement Option) would otherwise exceed the excess of the aggregate fair market value of the Brio Shares subject to the Brio Option in exchange for which the Leagold Arrangement Option was issued immediately before the issuance of the Leagold Arrangement Option over the aggregate option exercise price for such shares pursuant to the Brio Option (such excess referred to as the "In the Money Amount" of the Brio Options), the previous provisions shall be modified so that the In the Money Amount of the Leagold Arrangement Option does not exceed the In the Money Amount of the In-the-Money Brio Option but only to the extent necessary and in a manner that does not otherwise adversely affect the holder of the Leagold Arrangement Option;

(D) each holder of Brio Options shall cease to be a holder of such Brio Options, such holder's name shall be removed from the registers of Brio Options maintained by or on behalf of Amalco, and such holder of Brio Options shall thereafter have only the right to receive the consideration to which it is entitled pursuant to this Section 2.3(d)(iv); and

(E) the Leagold Arrangement Options shall have the same expiry date as the Brio Options so exchanged, and shall otherwise be governed by the terms and conditions of Leagold's amended and restated stock option plan dated May 2017;

(e) each unvested Brio RSU and Brio DSU outstanding immediately prior to the Effective Time shall, notwithstanding the terms of the Brio Incentive Plan, be deemed to have fully vested and each such Brio RSU, Brio DSU and the remaining Brio Historical RSUs not previously exchanged for cash pursuant to Section 2.3(b) (the "Remaining Historical RSUs") shall, without any further action by or on behalf of a holder of Brio RSUs, Brio DSUs or Remaining Historical RSUs be transferred and surrendered to Leagold in exchange for such number of Leagold Shares that is equal to the number of such Brio RSUs, Brio DSUs and Remaining Historical RSUs so transferred and surrendered multiplied by the Adjusted Exchange Factor, and upon the transfer of such Brio RSUs, Brio DSUs and Remaining Historical RSUs pursuant to this Section 2.3(f):

(i) such Brio RSUs, Brio DSUs and Remaining Historical RSUs shall immediately be cancelled and surrendered and all agreements related thereto shall be terminated;

(ii) the holder of such Brio RSUs, Brio DSUs and Remaining Historical RSUs shall cease to be a holder of such Brio RSUs and Brio DSUs and cease to have any rights as a holder of such Brio RSUs and Brio DSUs other than the right to be paid the consideration set out in this Section 2.3(e); and

(iii) the holders of such Brio RSUs, or Brio DSUs shall be added to the register of holders of Leagold Shares; and

(f) The Brio Incentive Plan shall be terminated and of no further force and effect.

Each holder of Brio Shares, Brio Options, Brio RSUs, Brio DSUs and Brio Restricted Stock, with respect to each step set out above applicable to such holder, as applicable, shall be deemed, at the time such step occurs, to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to surrender, settle and/or transfer such of Brio Shares, Brio Options, Brio RSUs, Brio DSUs and Brio Restricted Stock in accordance with such step.

2.4 Amalgamation of Amalgamation Sub and Brio

Pursuant to Section 2.3(d), Amalgamation Sub and Brio shall amalgamate to form one corporate entity, Amalco, with the effect described below, and the following shall be deemed to, apply to Amalco without any further act or formality:

(a) the name of Amalco shall be Leagold Acquisition Corp. II;

(b) the articles and by-laws of Amalco shall be in the form of the articles and by-laws of Amalgamation Sub;

(c) the registered office of Amalco shall be located at 333 Bay Street, Suite 2400, Bay Adelaide Centre, Box 20, Toronto, Ontario M5H 2T6;

(d) there shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;

(e) Amalco shall be authorized to issue an unlimited number of common shares with the same rights, privileges, restrictions and conditions as the Amalgamation Sub Shares;

(f) the transfer of Amalco Shares shall be restricted and no holder of Amalco Shares shall transfer any such Amalco Shares without either: (i) the express sanction of the holders of more than fifty percent of the voting shares of Amalco for the time being outstanding expressed by a resolution passed at a meeting of the shareholders or by an instrument or instruments in writing signed by the holders of more than fifty percent of such shares; or (ii) the express sanction of the directors of Amalco expressed by a resolution passed by the votes of a majority of the directors of Amalco at a meeting of the board of directors or signed by all of the directors entitled to vote on that resolution at a meeting of directors;

(g) the initial directors of Amalco shall be;

Name	**Address for Service**	**Canadian Resident**
Neil Woodyer	595 Burrard Street, Suite 3043 PO Box 49152, Three Bentall Vancouver, British ColumbiV7X 1J1	No
Douglas Bowlby	595 Burrard Street, Suite 3043 PO Box 49152, Three Bentall Vancouver, British Columbia V7X 1J1	Yes
Harpreet Dhaliwal	595 Burrard Street, Suite 3043 PO Box 49152, Three Bentall Vancouver, British Columbia V7X 1J1	Yes

(h) the first annual meeting of holders of Amalco Shares shall be held within 18 months of the Effective Date;

(i) the stated capital of the issued and outstanding Amalco Shares shall be equal to the sum of (i) the aggregate "paid-up capital" (for the purposes of the Tax Act) of the Amalgamation Sub Shares immediately prior to the amalgamation and (ii) the aggregate fair market value of the Leagold Shares issued in exchange for Brio Shares pursuant to Section 2.3(d)(ii); and

(j) upon the Amalgamation pursuant to Section 2.3(d);

(i) the property of each of Amalgamation Sub and Brio shall continue to be the property of Amalco and for greater certainty, the Amalgamation shall not constitute a transfer or assignment of the property of Amalgamation Sub or Brio;

(ii) all rights, contracts, permits and interest of Amalgamation Sub or Brio shall continue as rights, contracts, permits and interests of Amalco and, for greater certainty, the Amalgamation shall not constitute a transfer or assignment of the rights or obligations of either of Amalgamation Sub or Brio under any such rights, contracts, permits and interests;

(iii) Amalco shall continue to be liable for the obligations of Amalgamation Sub and Brio;

(iv) all existing causes of action, claims or liabilities to prosecution with respect to Amalgamation Sub and Brio shall be unaffected;

(v) all civil, criminal or administrative actions or proceedings pending by or against Amalgamation Sub or Brio may be continued to be prosecuted by or against Amalco; and

(vi) all convictions against, or rulings, orders or judgments in favour of or against Amalgamation Sub or Brio may be enforced by or against Amalco.

2.5 Closing of Brio Transfer Books

Upon the transfer of the Brio Shares in accordance with Section 2.3:

(a) the holders of Brio Shares shall cease to have any rights as Brio Shareholders;

(b) the securities register of Brio shall be closed with respect to all Brio Shares issued and outstanding immediately prior to Effective Time,

provided that, if after the Effective Time, a Brio Share Certificate is presented to Brio or Leagold, then such Brio Share Certificate shall be cancelled and shall be exchanged as provided in 4.1 hereof.

2.6 U.S. Securities Laws

The Arrangement shall be structured such that, assuming the Final Order is obtained, the issuance of the Consideration Securities and the Leagold Arrangement Options under the Arrangement will not require registration under the U.S. Securities Act, and the rules and regulations promulgated thereunder, in reliance on Section 3(a)(10) thereof.

2.7 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens.

2.8 Fully Paid Shares

All Leagold Shares issued pursuant to this Plan of Arrangement shall be fully paid and non-assessable, and Leagold shall be deemed to have received the full consideration therefor and as such consideration shall not be cash consideration, any such non-cash consideration shall have a value that is not less in value than the fair equivalent of the cash consideration that Leagold would have received had the applicable shares been issued for cash consideration.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

(a) Registered Brio Shareholders may exercise Dissent Rights in connection with the Arrangement pursuant to and in the manner set forth in section 185 of the OBCA as modified by the Interim Order and this Section 3.1; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by Brio not later than 5:00 p.m. on the Business Day immediately preceding the date of the Brio Meeting (as it may be adjourned or postponed from time to time).

(b) Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Brio Shares held by them and in respect of which Dissent Rights have been validly exercised to Brio free and clear of all Liens as provided in Sections 2.3(a) and 2.7, and if they:

(i) ultimately are entitled to be paid fair value for such Brio Shares, then such Dissenting Shareholders:

(A) shall be paid the fair value of such Brio Shares by Brio, which shall be the fair value of such Brio Shares as of the close of business on the day before the approval of the Arrangement by Brio Shareholders; and

(B) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Brio Shares;

or

(ii) ultimately are not entitled, for any reason, to be paid fair value for such Brio Shares, then such Dissenting Shareholders shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Brio Shares.

3.2 Recognition of Dissenting Shareholders

(a) In no circumstances shall Leagold, Brio or any other person be required to recognize a person exercising Dissent Rights unless such person is the registered holder of those Brio Shares in respect of which such Dissent Rights are sought to be exercised.

(b) For greater certainty:

(i) Leagold, Brio and any other person shall not be required to recognize Dissenting Shareholders as Brio Shareholders in respect of which Dissent Rights have been validly exercised after the completion of Section 2.3(a); and

(ii) the names of such Dissenting Shareholders shall be removed from the securities register of Brio, as applicable, in respect of the Brio Shares for which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(a) occurs.

(c) In addition to any other restrictions under section 185 of the OBCA, the Interim Order, and Section 3.1 of this Plan of Arrangement, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Brio Options, Brio RSUs, Brio DSUs and Brio Restricted Stock and (ii) Brio Shareholders who vote or have instructed (without revocation) a proxyholder to vote such Brio Shares in favour of the Arrangement Resolution (but only in respect of such Brio Shares).

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Leagold shall, following receipt of the Final Order and prior to the Effective Date, deliver or arrange to be delivered to the Depositary the Consideration Securities required to be issued to the Brio Shareholders in accordance with Section 2.3 hereof, other than with respect to Brio Shares which constitute Brio Restricted Stock, which securities shall be held by the Depositary as agent and nominee for such Former Brio Shareholders for distribution to such Former Brio Shareholders.

(b) Concurrently with the mailing of the Circular, Brio shall send a Letter of Transmittal and instructions (in a form reasonably acceptable to Leagold and Brio) to each Brio Shareholder.

(c) If the Arrangement becomes effective, then upon delivery to the Depositary of a duly completed and validly executed Letter of Transmittal, together with one or more Brio Share Certificate(s) or DRS Statement(s), such other documents and instruments as would have been required to effect the transfer of the Brio Shares formerly represented by such certificate under the OBCA and the by-laws Brio and such additional documents and instruments as the Depositary may reasonably require:

(i) a Former Brio Shareholder (other than Leagold and its affiliates and Dissenting Shareholders) shall be entitled to receive in exchange for each Brio Security formerly held by such Brio Shareholder, the Consideration Securities registered in such holder's name, representing the consideration that such Former Brio Shareholder has the right to receive therefor in accordance with the Plan of Arrangement; and

(ii) any Brio Share Certificate or DRS Statement so surrendered shall forthwith be cancelled.

(d) Upon surrender to the Depositary for cancellation of a Brio Share Certificate, together with a properly submitted Letter of Transmittal, with such other documents and instruments as would have been required to effect the transfer of the Brio Shares formerly represented by such certificate under the OBCA and the by-laws Brio and such additional documents and instruments as the Depositary may reasonably require, after the Effective Time, the Depositary shall cause the Consideration Securities to be delivered to the Former Brio Shareholder as instructed by such holder in the Letter of Transmittal and, until so surrendered, each outstanding Brio Share Certificate or DRS Statement shall be deemed, from and after the Effective Time for all purposes, to evidence only the right to receive, upon such surrender, the consideration for each such share pursuant to the Plan of Arrangement.

(e) To the extent that a Brio Shareholder shall not have complied with the provisions of this Section 4.1 and this Plan of Arrangement on or before the sixth anniversary of the Effective Date, any Brio Share held by such Brio Shareholder shall cease to represent a claim by, or interest of any kind or nature, against or in Brio or Leagold and the consideration that such Brio Shareholder was otherwise entitled to receive shall be deemed to have been surrendered and shall be automatically cancelled.

4.2 Lost Certificates

(a) If any Brio Share Certificate that immediately prior to the Effective Time represented one or more outstanding Brio Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, then, upon the making of an affidavit of that fact by the person claiming such Brio Share Certificate to be lost, stolen or destroyed, the Depositary shall, in exchange for such lost,

stolen or destroyed Brio Share Certificate, issue the consideration deliverable in accordance with such Brio Shareholder's Letter of Transmittal.

(b) When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom such consideration is to be delivered shall, as a condition precedent to the delivery of such payment;

(i) give a bond satisfactory to Leagold and the Depositary (acting reasonably) in such sum as Leagold may direct; or

(ii) indemnify Leagold and Brio in a manner satisfactory to Leagold and Brio (acting reasonably), against any claim that may be made against Leagold and Brio with respect to the Brio Share Certificate alleged to have been lost, stolen or destroyed.

4.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or paid after the Effective Time with respect to Leagold Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered Brio Share Certificate or DRS Statement that, immediately prior to the Effective Time, represented outstanding Brio Shares unless and until the holder of such certificate shall have complied with the provisions of Section 4.1 or 4.2 hereof. Subject to applicable Law and to Section 4.4 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Leagold Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of any dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Leagold Shares, net of any applicable withholding and other taxes.

4.4 Withholding Rights

(a) Leagold, Brio or the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Former Brio Shareholder, Former Brio Securityholders or any other person pursuant to this Plan of Arrangement, including payment pursuant to a Dissent Right, such amounts as Leagold, Brio or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the Code or any provision of provincial, state, local, or foreign tax law in each case as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the holder is resident. Without limiting the foregoing, any statutorily required withholding obligation with regard to any Brio Shareholder, Former Brio Securityholders or any other person pursuant to this Plan of Arrangement may be satisfied by selling on such person's behalf a portion of the Leagold Shares to be delivered.

(b) To the extent that amounts are so withheld and duly remitted to the relevant tax authority, such withheld amounts shall be treated for all purposes hereof as having been paid to the recipient of the payment in respect of which such deduction and withholding was made. Brio, Leagold and the Depositary are hereby authorized to sell or otherwise dispose of such portion of any share or other security otherwise issuable to such person as is necessary to provide sufficient funds to Leagold or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and Leagold and the Depositary shall notify such person thereof and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority. Notwithstanding the foregoing, Brio and Leagold, as applicable, shall not withhold shares where such person to whom such shares would otherwise be delivered has made arrangements to satisfy any withholding taxes, in advance, to the satisfaction of Brio and Leagold, as applicable.

4.5 No Fractional Shares or Warrants

(a) Notwithstanding anything herein, any fractional interest in a Leagold Share or a Leagold Warrant that an applicable holder would otherwise be entitled to receive pursuant to this Plan of

Arrangement shall be rounded down to the next lesser whole number of Leagold Shares or Leagold Warrants, as the case may be.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) Brio and Leagold may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must:

(i) be set out in writing,

(ii) be approved by Brio and Leagold;

(iii) filed with the Court and, if made following the Brio Meeting, approved by the Court; and

(iv) communicated to Brio Shareholders if and as required by the Court.

(b) If, notwithstanding Section 5.1(a), any amendment, modification or supplement to this Plan of Arrangement is proposed by Brio or Leagold at any time prior to the Brio Meeting without any prior notice or communication and such amendment, modification or supplement is accepted by the persons voting at the Brio Meeting (other than as may be required under the Interim Order), then such amendment, modification or supplement shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Brio Meeting shall be effective only if:

(i) it is consented to by each of Brio and Leagold (in each case, acting reasonably); and

(ii) if required by the Court, then it is consented to by holders of Brio Shares voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Leagold, provided that it concerns a matter which, in the reasonable opinion of Leagold, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Brio Shares.

(e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order further to document or evidence any of the transactions or events set out herein.

6.2 Paramountcy

From and after the Effective Time:

(a) This Plan of Arrangement shall take precedence and priority over any and all rights related to Brio Shares, Brio Options, Brio Warrants, Brio DSUs, Brio RSUs and Brio Restricted Stock;

(b) The rights and obligations of the holders of Brio Shares, Brio Options, Brio Warrants, Brio DSUs, Brio RSUs and Brio Restricted Stock and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) All actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Brio Shares, Brio Options, Brio Warrants, Brio DSUs, Brio RSUs and Brio Restricted Stock shall be deemed to have been settled, compromised, released and determined without any liability except as set forth herein.

APPENDIX D
INTERIM ORDER

Court File No. CV-18-593894-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 15TH DAY
	)	
JUSTICE HAINEY	)	OF MARCH, 2018

IN THE MATTER OF an application under section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*;

AND IN THE MATTER OF a proposed Plan of Arrangement involving Brio Gold Inc. and Leagold Mining Corporation.

BRIO GOLD INC.

Applicant

INTERIM ORDER

THIS MOTION, made by the Applicant, Brio Gold Inc. ("Brio"), for an Interim Order for advice and directions pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on March 13, 2018 and the Affidavit of Letitia Wong, sworn March 13, 2018, (the "Affidavit"), including the Plan of Arrangement, which is attached as Appendix C to the draft management information circular of Brio (the "Information Circular"), which is attached as Exhibit "A" to the Affidavit, and on hearing the submissions of counsel for Brio and counsel for Leagold Mining Corporation ("Leagold").

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that Brio is permitted to call, hold and conduct a special meeting (the "Meeting") of the holders of common shares (the "Shareholders") of Brio to be held at Davies Ward Phillips & Vineberg LLP, 40th Floor, 155 Wellington Street West, Toronto, ON, M5V 3J7 on April 12, 2018 at 10:00 a.m. (Toronto time) in order for the Shareholders to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "Arrangement Resolution").

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the Information Circular (the "Notice of Meeting") and the articles and by-laws of Brio, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the record date (the "Record Date") for determination of the Shareholders entitled to notice of, and to vote at, the Meeting shall be March 12, 2018.

5. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

(a) the Shareholders or their respective proxyholders;

(b) the officers, directors, auditors and advisors of Brio;

(c) representatives and advisors of Brio and Leagold; and

(d) other persons who may receive the permission of the Chair of the Meeting.

6. **THIS COURT ORDERS** that Brio may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

7. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Brio and that the quorum at the Meeting shall be not less than two persons present in person at the opening of the Meeting who are entitled to vote at the Meeting either as Shareholders or proxyholders and who hold or represent by proxy not less than 33 1/3% of the total number of outstanding Brio Shares entitled to vote at the Meeting.

Amendments to the Arrangement and Plan of Arrangement

8. **THIS COURT ORDERS** that Brio is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 9, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 12 and 13 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the

subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

9. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 8, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Brio may determine.

Amendments to the Information Circular

10. **THIS COURT ORDERS** that Brio is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemental, shall be the Information Circular to be distributed in accordance with paragraphs 12 and 13.

Adjournments and Postponements

11. **THIS COURT ORDERS** that Brio, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by

such method as Brio may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

12. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Brio shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy, letter of transmittal, and voting instruction form, as applicable, along with such amendments or additional documents as Brio may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "Meeting Materials"), to the following:

(a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

(i) by pre-paid ordinary or first class mail at the addresses of the Shareholders as they appear on the books and records of Brio, or its registrar and transfer agent, at the close of business on the Record Date and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Brio;

(ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

(iii) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Brio, who requests such transmission in writing and, if required by Brio, who is prepared to pay the charges for such transmission;

(b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

(c) the respective directors and auditors of Brio, and to the Director appointed under the OBCA, by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

13. **THIS COURT ORDERS** that, in the event that Brio elects to distribute the Meeting Materials, Brio is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents determined by Brio to be necessary or desirable (collectively, the "Court Materials") to the holders of Brio Options, Brio Restricted Stock, Brio Historical RSUs, Brio RSUs and Brio DSUs by any method permitted for notice to Shareholders as set forth

in paragraphs 12(a) or 12(b), above, or by electronic transmission, concurrently with the distribution described in paragraph 12 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Brio or its registrar and transfer agent at the close of business on the Record Date.

14. **THIS COURT ORDERS** that accidental failure or omission by Brio to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Brio, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Brio, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

15. **THIS COURT ORDERS** that Brio is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Brio may determine in accordance with the terms of the Arrangement Agreement ("Additional Information"), and that notice of such Additional Information may, subject to paragraph 9, above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Brio may determine.

16. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 12 and 13 of this Interim Order shall constitute notice of

the Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 12 and 13 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 9, above.

Solicitation and Revocation of Proxies

17. **THIS COURT ORDERS** that Brio is authorized to use the letter of transmittal and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Brio may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Brio is authorized, at its expense, to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Brio may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Brio deems it advisable to do so.

18. **THIS COURT ORDERS** that Shareholders shall be entitled to revoke their proxies in accordance with section 110 of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to section 110 of the OBCA must be deposited: (a) at the registered office of Brio at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement thereof, or (b) with the Chair of the Meeting on the day

of the Meeting, or any adjournment or postponement thereof. If the instrument of revocation is deposited with the Chair on the day of the Meeting or any adjournment or postponement thereof, the instrument will not be effective with respect to any matter on which a vote has already been cast pursuant to such proxy.

Voting

19. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold common shares of Brio as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per common share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by:

(a) an affirmative vote of at least two-thirds (66⅔%) of the votes cast in respect of the Arrangement Resolution at the Meeting in person or by proxy by the Shareholders; and

(b) a simple majority of the votes cast in respect of the Arrangement Resolution at the Meeting in person or proxy by the Shareholders, excluding any votes attached to Brio Shares required to be excluded for the purposes of

"minority approval" under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

Such votes shall be sufficient to authorize Brio to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of this Arrangement by this Honourable Court.

21. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Brio (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each common share held.

Dissent Rights

22. **THIS COURT ORDERS** that each registered Shareholder (other than holders of Brio Shares that were formerly Brio Restricted Stock) shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Brio in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Brio at 2020-22 Adelaide Street West, Toronto, ON, M5H 4E3, Attention: Letitia Wong, not later than 5:00 p.m. (Toronto time) on April 11,

2018 (or the Business Day immediately preceding the date that any adjourned or postponed Meeting is reconvened or held, as the case may be), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Honourable Court.

23. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

(a) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its common shares, shall be deemed to have transferred those common shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Brio for cancellation in consideration for a payment of cash from Brio equal to such fair value; or

(b) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its voting shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Brio, Leagold, or any other person be required to recognize such Shareholders as holders of Brio Shares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from Brio's register of holders of common shares at that time.

Hearing of Application for Approval of the Arrangement

24. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Brio may apply to this Honourable Court for final approval of the Arrangement.

25. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 12 and 13 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 27.

26. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Brio, with a copy to counsel for Leagold, as soon as reasonably practicable, and, in any event, no less than four days (not including Saturdays, Sundays and holidays) before the hearing of this Application at the following addresses:

Lawyers for Brio:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attn: James Doris
jdoris@dwpv.com
Tel: 416.367.6919

Derek Ricci
dricci@dwpv.com
Tel: 416.367.7471

Fax: 416.863.0871

Lawyers for Leagold Mining Corporation:

Fasken LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
P.O. Box 20
Toronto, ON M5H 2T6

Attn: Brad Moore
bmoore@fasken.com
Tel: 416.865.4550
Fax: 416.364.7813

27. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

(a) Brio;

(b) Leagold; and

(c) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

28. **THIS COURT ORDERS** that any materials to be filed by Brio in support of the within Application for final approval of the Arrangement may be filed up to one day prior to the hearing of the Application without further order of this Honourable Court.

29. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

30. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Brio Shares, Brio Options, Brio Historical RSUs, Brio RSUs and Brio DSUs, or the articles or by-laws of Brio, this Interim Order shall govern.

Extra-Territorial Assistance

31. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

32. **THIS COURT ORDERS** that Brio shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

Hainey J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 15 2018

PER / PAR:

IN THE MATTER OF a proposed arrangement involving Brio Gold Inc. and Leagold Mining Corporation

BRIO GOLD INC. Applicant

Commercial List File No: CV-18-593894-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

INTERIM ORDER

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Fax: 416.863.0871

Lawyers for the Applicant

APPENDIX E
DISSENT PROVISIONS OF THE OBCA

Rights of dissenting shareholders

185. (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

(a) amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;
(b) amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;
(c) amalgamate with another corporation under sections 175 and 176;
(d) be continued under the laws of another jurisdiction under section 181; or
(e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent. R.S.O. 1990, c. B.16, s. 185 (1).

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

(a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or
(b) subsection 170 (5) or (6). R.S.O. 1990, c. B.16, s. 185 (2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s. 35.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

(a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or
(b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986. R.S.O. 1990, c. B.16, s. 185 (3).

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted. R.S.O. 1990, c. B.16, s. 185 (4).

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (5).

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent. R.S.O. 1990, c. B.16, s. 185 (6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s. 185 (7).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection. R.S.O. 1990, c. B.16, s. 185 (8).

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights. R.S.O. 1990, c. B.16, s. 185 (9).

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

(a) the shareholder's name and address;
(b) the number and class of shares in respect of which the shareholder dissents; and
(c) a demand for payment of the fair value of such shares. R.S.O. 1990, c. B.16, s. 185 (10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s. 185 (11); 2011, c. 1, Sched. 2, s. 1 (9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s. 185 (12).

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (13).

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

(a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);
(b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or
(c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10). R.S.O. 1990, c. B.16, s. 185 (14); 2011, c. 1, Sched. 2, s. 1 (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or
(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares,
    (i) to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and
    (ii) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection (10) is entitled,

(a) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and
(b) to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

(a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or
(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s. 185 (16).

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made. R.S.O. 1990, c. B.16, s. 185 (17).

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (18).

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow. R.S.O. 1990, c. B.16, s. 185 (19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s. 185 (20).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders. R.S.O. 1990, c. B.16, s. 185 (21).

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and
(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions. R.S.O. 1990, c. B.16, s. 185 (22).

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22) (a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is

brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application. R.S.O. 1990, c. B.16, s. 185 (23).

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (24).

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (25).

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b). R.S.O. 1990, c. B.16, s. 185 (26).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment. R.S.O. 1990, c. B.16, s. 185 (27).

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (28).

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

(a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or
(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders. R.S.O. 1990, c. B.16, s. 185 (29).

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,

(a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or
(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities. R.S.O. 1990, c. B.16, s. 185 (30).

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the commission. 1994, c. 27, s. 71 (24).

Commission may appear

(32) The commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation. 1994, c. 27, s. 71 (24).

APPENDIX F
FAIRNESS OPINION

February 15, 2018

Strictly Private & Confidential

The Special Committee of the Board of Directors
The Board of Directors
Brio Gold Inc.
2020-22 Adelaide Street West
Toronto, Ontario
M5H 4E3

To the Special Committee of the Board of Directors and the Board of Directors:

National Bank Financial Inc. ("**National Bank Financial**", "**we**" or "**us**") understands that Brio Gold Inc. ("**Brio Gold**") and Leagold Mining Corp. ("**Leagold**") propose to enter into an arrangement agreement to be dated February 15, 2018 (the "**Arrangement Agreement**") pursuant to which Leagold agrees to acquire all the issued and outstanding common shares of Brio Gold (each a "**Brio Gold Share**" and collectively the "**Brio Gold Shares**") (the "**Arrangement**"). National Bank Financial understands that a special committee (the "**Special Committee**") of the board of directors (the "**Board of Directors**") of Brio Gold has been formed to consider the Arrangement and make recommendations with respect thereto to the Board of Directors.

Under the terms of the Arrangement Agreement, holders of Brio Gold Shares (the "**Brio Gold Shareholders**") will receive (i) 0.922 of a common share of Leagold (each a "**Leagold Share**" and collectively the "**Leagold Shares**") and (ii) 0.4 of a Leagold share purchase warrant (each a "**Leagold Warrant**" and collectively the "**Leagold Warrants**"), for each Brio Gold Share held (the Leagold Shares and Leagold Warrants to be issued to Brio Gold Shareholders pursuant to the Plan of Arrangement for each Brio Gold Share, collectively the "**Consideration**"). Each full Leagold Warrant will entitle the holder thereof to purchase one Leagold Share at a price of C$3.70 for a period of two years following the completion of the Arrangement, on the terms and subject to the conditions contained therein.

National Bank Financial understands the Arrangement is structured as a plan of arrangement under the *Business Corporations Act* (Ontario) and, in addition to other customary conditions, is subject to regulatory and court approvals or orders. The Arrangement requires approval by (i) two thirds of the votes cast by Brio Gold Shareholders at a meeting of Brio Gold Shareholders held to consider and if thought fit, approve the Arrangement (the "**Brio Gold Meeting**") and (ii) a simple majority of the votes cast by Brio Gold Shareholders at the Brio Gold Meeting, excluding the votes cast by such Brio Gold Shareholders who are required to be excluded pursuant to Multilateral Instrument 61-101 – *Protection of Minority*

Shareholders in Special Transactions ("**MI 61-101**"). National Bank Financial understands that the Brio Gold Meeting will be called to seek such approval.

We further understand, pursuant to the rules of the Toronto Stock Exchange (the "**TSX**"), Leagold will require the approval of its shareholders holding a simple majority of Leagold Shares to allow Leagold to issue Leagold Shares and Leagold Warrants under the terms of the Arrangement.

National Bank Financial understands that voting and support agreements (i) have been entered into between Leagold and Yamana Gold Inc. (the "**Yamana Support Agreement**") representing approximately 54% of the outstanding Brio Gold Shares and (ii) will be entered into among Brio Gold, Leagold and Gil Clausen, Joe Longpré, Lance Newman, Mark Stevens, Letitia Wong, John Gravelle, Daniel Racine, Sarah Strunk and William Washington, being all of the directors of Brio Gold and certain of Brio Gold's senior management (the "**D&O Support Agreement**" and together with the Yamana Support Agreement, the "**Support Agreements**"), in each case with respect to all of the Brio Gold Shares beneficially owned, controlled or directed by such persons and whereby such persons (the "**Voting Shareholders**") have committed or will commit (as the case may be) to vote all of their Brio Gold Shares in favour of the Arrangement, subject to certain terms and conditions in the Support Agreements.

Leagold has also entered into voting and support agreements (the "**Leagold Support Agreements**") with Goldcorp Inc., certain other shareholders of Leagold and certain Leagold directors and officers including Neil Woodyer and Frank Giustra (collectively the "**Leagold Supporting Shareholders**") representing approximately 57% of the outstanding Leagold Shares and pursuant to which the Leagold Supporting Shareholders have committed to vote all of their Leagold Shares in favour of the Arrangement, subject to certain terms and conditions in the Leagold Support Agreements. Subject to approval of the TSX, Leagold will seek shareholder approval by way of obtaining a consent resolution from holders of Leagold Shares holding at least a simple majority of issued and outstanding Leagold Shares.

We understand that the terms and conditions of the Arrangement will be fully disclosed in a management information circular (the "**Information Circular**") to be prepared by Brio Gold and mailed to the Brio Gold Shareholders in connection with the Brio Gold Meeting.

Engagement of National Bank Financial

National Bank Financial was initially approached in December 2017 by Brio Gold and was formally retained by Brio Gold pursuant to an engagement agreement dated December 28, 2017 (the "**Engagement Agreement**") to provide financial advice to Brio Gold and the Special Committee, including providing our opinion (the "**Fairness Opinion**") to the Special Committee as to the fairness, from a financial point of view, to the Brio Gold Shareholders of the Consideration to be received by the Brio Gold Shareholders (other than Yamana Gold Inc.) pursuant to the Arrangement.

National Bank Financial has not been asked to prepare and has not prepared a valuation (including a formal valuation under MI 61-101) of Leagold or Brio Gold or a valuation of any of the securities or assets of either Brio Gold or Leagold and this Fairness Opinion should not be construed as such.

National Bank Financial will be paid a fee for its services as financial advisor for its delivery of this Fairness Opinion and a fee that is contingent on completion of the Arrangement. In addition, National Bank Financial is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Brio Gold in certain circumstances.

National Bank Financial understands that this Fairness Opinion and a summary thereof will be included in the Information Circular, and subject to the terms of the Engagement Agreement, National Bank Financial consents to such disclosure.

Relationship with Interested Parties

National Bank Financial is not an insider, associate or affiliate (as such terms are defined in the *Securities Act* (Ontario)) of Brio Gold or Leagold, nor is it a financial advisor to Leagold in connection with the Arrangement.

National Bank Financial acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of Brio Gold or Leagold and, from time to time, may have executed or may execute transactions for such companies and clients from whom it received or may receive compensation.

National Bank Financial, as an investment dealer, conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to Brio Gold or Leagold.

National Bank Financial is a co-lead arranger and joint bookrunner to Brio Gold in its syndicated revolving term senior secured credit facility. The controlling shareholder of National Bank Financial, National Bank of Canada, is an administrative agent and a lender from time to time. National Bank Financial or its affiliates may, in the future, in the ordinary course of their respective businesses, perform financial advisory or investment banking or other services to Brio Gold, Leagold, Yamana Gold Inc. or Goldcorp Inc. and their associated and affiliates.

Credentials of National Bank Financial

National Bank Financial is a leading Canadian investment dealer whose businesses include corporate finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. This Fairness Opinion is the opinion of National Bank Financial and the form and content herein has been reviewed and approved for release by a group of managing directors of National Bank Financial, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters.

Scope of Review

In connection with rendering our Fairness Opinion, we have reviewed and relied upon, or carried out (as the case may be), among other things, the following:

1) a draft of the Arrangement Agreement dated February 13, 2018;

2) a draft of the Plan of Arrangement dated February 13, 2018;

3) a representation letter dated February 12, 2018 as to certain factual matters and the completeness and accuracy of information upon which this Fairness Opinion is based and addressed from senior officers of Brio Gold;

4) a representation letter dated February 14, 2018 as to certain factual matters and the completeness and accuracy of information upon which this Fairness Opinion is based and addressed from senior officers of Leagold;

5) the early warning report dated February 8, 2018 filed on SEDAR by Yamana Gold Inc. containing, among other matters, a description of the Yamana Support Agreement;

6) a draft of the D&O Support Agreement dated February 12, 2018;

7) the Leagold Support Agreements executed by Leagold Supporting Shareholders on January 23, 2018 and amended on February 9, 2018 and February 11, 2018;

8) audited annual financial statements and MD&A of Brio Gold for the fiscal years ended December 31, 2015 and December 31, 2016;

9) unaudited quarterly financial statements and MD&A of Brio Gold for the quarters ended March 31, 2017, June 30, 2017 and September 30, 2017;

10) the annual information form of Brio Gold for the fiscal year ended December 31, 2016;

11) notice of annual meeting of shareholders and management proxy circular of Brio Gold dated March 24, 2017;

12) life-of-mine financial models for the Fazenda Brasileiro mine, Pilar mine, RDM mine and the Santa Luz project prepared by management of Brio Gold;

13) technical reports of Brio Gold prepared subject to National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* ("**NI 43-101**"), including the NI 43-101 technical report on the Fazenda Brasileiro mine dated May 12, 2016, the NI 43-101 technical report on the Pilar mine dated May 12, 2016, the NI 43-101 technical report on the RDM mine dated December 16, 2015 and the NI 43-101 technical report on the Santa Luz project dated June 30, 2017;

14) final long form prospectus of Brio Gold's initial public offering by way of secondary offering dated November 17, 2016;

15) draft due diligence report prepared by Brio Gold's technical personnel and external consultants dated February 12, 2018 regarding their findings following the site visit made by management of Brio Gold to Leagold's Los Filos mine;

16) current cash, debt, and other obligations and capitalization of Brio Gold based on management estimates as at December 31, 2017;

17) National Bank Financial's site visit to Brio Gold's Fazenda Brasileiro mine, Pilar mine and Santa Luz project completed in March 2015;

18) discussions with senior management of Brio Gold, the Board of Directors, the Special Committee and legal counsel of Brio Gold with respect to the information referred to and other issues considered relevant;

19) various non-public information shared by Brio Gold including but not limited to its operations and financial situation;

20) audited annual financial statements and MD&A of Leagold for the 15-month period ended December 31, 2016 and fiscal year ended September 30, 2015;

21) unaudited quarterly financial statements and MD&A of Leagold for the quarters ended March 31, 2017, June 30, 2017 and September 30, 2017;

22) the annual information form of Leagold for the fiscal year ended December 31, 2016;

23) notice of annual meeting of shareholders and management proxy circular of Leagold dated May 16, 2017;

24) the NI 43-101 technical report for a Preliminary Economic Assessment of the Los Filos mine dated March 1, 2017;

25) current cash, debt and other obligations and capitalization of Leagold based on management estimates as at December 31, 2017;

26) National Bank Financial's site visit to Leagold's Los Filos mine completed in February 2018;

27) discussions with senior management of Leagold;

28) various non-public information shared by Leagold including but not limited to its operations and financial situation;

29) selected trading statistics and related financial information in respect of Brio Gold, Leagold and other selected public companies considered by National Bank Financial to be relevant;

30) various reports published by equity research analysts and industry sources regarding Brio Gold, Leagold and other public companies considered by National Bank Financial to be relevant;

31) public information regarding the mining industry considered by National Bank Financial to be relevant;

32) certain precedent acquisition transactions considered by National Bank Financial to be relevant; and

33) other information, analyses, investigations and discussions we considered necessary or appropriate in the circumstances.

National Bank Financial has not, to the best of its knowledge, been denied access by Brio Gold to any information under the control of Brio Gold that has been requested by National Bank Financial.

Prior Valuations

Senior officers of Brio Gold have represented to National Bank Financial that, to the best of their knowledge, information and belief after due inquiry, there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to Brio Gold or any of its subsidiaries or any of their respective material assets or liabilities that have been prepared as of a date within the two years preceding the date of such representation and which have not been provided to National Bank Financial.

Assumptions and Limitations

With the Board of Directors and the Special Committee's approval and as provided for in the Engagement Agreement, we have relied upon the completeness, accuracy and fair presentation of all financial and

other information, data, advice, opinions, representations and other material obtained by us from public sources, or provided to us by Brio Gold or Leagold, as the case may be, and their respective subsidiaries or any of its or their respective directors, officers, associates, affiliates, consultants, advisors or representatives in connection with National Bank Financial's engagement (collectively, the "**Information**"). Our Fairness Opinion is conditional upon the completeness, accuracy and fair presentation of the Information. We have not been requested to nor, subject to the exercise of professional judgment, have we attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

Senior officers of Brio Gold have represented to National Bank Financial in a certificate dated February 12, 2018, among other things, that (i) with the exception of Forecasts (as defined below), the information, data and other material (financial or otherwise) (the "**Brio Gold Information**") provided orally by, or in the presence of, an officer or employee of Brio Gold or in writing by Brio Gold or any of its subsidiaries (as such term is defined in the Securities Act (Ontario)) or their respective agents to National Bank Financial relating to Brio Gold or any of its subsidiaries or the Arrangement for the purpose of preparing this Fairness Opinion was, at the date the Brio Gold Information was provided to National Bank Financial, and is, complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of Brio Gold, its subsidiaries or the Arrangement and did not and does not omit to state a material fact in respect of Brio Gold, its subsidiaries or the Arrangement necessary to make the Brio Gold Information not misleading in light of the circumstances under which the Brio Gold Information was made or provided; (ii) since the dates on which the Brio Gold Information was provided to National Bank Financial, except as disclosed in writing to National Bank Financial, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of Brio Gold or any of its subsidiaries and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on this Fairness Opinion; (iii) with respect to portions of the Brio Gold Information provided to National Bank Financial (or filed on SEDAR) which constitute forecasts, projections or estimates (collectively "**Forecasts**"), such Forecasts (a) were prepared using the assumptions identified therein, which, in the reasonable opinion of Brio Gold, are (or were at the time of preparation and continue to be) reasonable in the circumstances, and (b) are not, in such senior officers' reasonable belief, misleading in any material respect in light of the assumptions used therefor; (iv) since the dates on which the Brio Gold Information was provided to National Bank Financial, no material transaction has been entered into by Brio Gold or any of its subsidiaries; (v) such senior officers have no knowledge of any facts not contained in or referred to in the Brio Gold Information provided to National Bank Financial by Brio Gold which would reasonably be expected to affect this Fairness Opinion, including the assumptions used or the scope of the review undertaken; (vi) other than as disclosed in the Brio Gold Information, to the best of such senior officers' knowledge, information and belief after reasonable inquiry, Brio Gold does not have any material contingent liabilities and there are no actions, suits, proceedings or inquiries pending or threatened in writing against or affecting Brio Gold or any of its subsidiaries at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, board agency or instrumentality which may in any way materially adversely affect Brio Gold and its subsidiaries taken as a whole; (vii) all financial material, documentation and other data concerning the Arrangement, Brio Gold and its subsidiaries, including any projections or forecasts, provided to National Bank Financial were prepared on a basis consistent in all material respects with the accounting policies applied in the audited consolidated financial statements of Brio Gold dated as at December 31, 2016, reflect the assumptions disclosed therein (which assumptions management of Brio Gold believes to be reasonable) and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or data not misleading in light of the circumstances in which such financial material, documentation and data was provided to National Bank Financial; (viii) no verbal or written offers for all or a material part of the properties and assets owned by, or the securities of, Brio Gold or any of its subsidiaries have been

received and no negotiations have occurred relating to any such offer within the two years preceding the date of the Engagement Letter which have not been disclosed to National Bank Financial; (ix) there are no agreements, undertakings, commitments or understandings (written or oral, formal or informal) relating to the Arrangement, except as have been disclosed to National Bank Financial; and (x) the contents of the Information Circular or other disclosure document(s) prepared in connection with the Arrangement for filing with regulatory authorities or delivery to shareholders or stakeholders of Brio Gold have been, are and will be true and correct in all material respects and do not contain any misrepresentation (as such term is defined in the *Securities Act* (Ontario)) and such documents comply with all requirements under applicable laws.

Senior officers of Leagold have represented to National Bank Financial in a certificate dated February 14, 2018 that Leagold is: (a) a "reporting issuer" within the meaning of applicable securities laws in each of the provinces and territories of Canada except Quebec; and (b) not on the list of reporting issuers in default under applicable Canadian securities laws, and no securities commission, stock exchange or similar regulatory authority has issued any order preventing or suspending trading of any securities of Leagold; (ii) Leagold: (a) is in compliance in all material respects with all applicable securities laws and the rules and regulations of the TSX; (b) has not taken any action to cease to be a reporting issuer in any province of Canada; and (c) has not received notification from any securities commission or similar regulatory authority seeking to revoke the reporting issuer status of Leagold; (iii) trading in the Leagold Shares on the TSX is not currently halted or suspended; (iv) no delisting, suspension of trading, cease trading or similar order or restriction with respect to any securities of Leagold is pending, in effect, or, to the knowledge of such senior officers, threatened or is expected to be implemented or undertaken; (v) to the knowledge of such officers, Leagold is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any order or restriction; (vi) since July 1, 2016, Leagold has timely filed or furnished to all applicable governmental authorities, subject to any redactions that were made in accordance with applicable securities laws, true and complete copies of all material forms, reports, schedules, statements and other documents required to be filed or furnished by Leagold under applicable securities laws; (vii) the documents filed or furnished under applicable securities laws by or on behalf of Leagold on SEDAR between June 1, 2016 and the date hereof (collectively, the "**Leagold Public Disclosure Record**"): (a) as filed, complied in all material respects with applicable law; and (b) did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to February 14, 2018, on the date of such filing), and does not contain any misrepresentation (as such term is defined in the *Securities Act* (Ontario)); (viii) Leagold has not filed or furnished any (a) confidential material change report (which at the date February 14, 2018 remains confidential); or (b) other confidential filings (including redacted filings other than material contracts which required redaction), with or to any securities commission or similar regulatory authority; (ix) there are no outstanding or unresolved comments in comment letters from any securities commission or similar regulatory authority with respect to any of the Leagold Public Disclosure Records; and (x) the proven and probable mineral reserves and mineral resources for Leagold's properties, as set forth in the Leagold Public Disclosure Record, were prepared in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in accordance with all applicable laws, including the requirements of NI 43-101; there has been no material reduction in the aggregate amount of estimate mineral reserves, estimated mineral resources or mineralized material of Leagold or any of its subsidiaries, or any of their material joint ventures, taken as a whole, from the amounts set forth in the Leagold Public Disclosure Record; and all information regarding such properties, including all drill results, technical reports and studies, that are required to be disclosed by laws, have been disclosed in the Leagold Public Disclosure Record.

With respect to any forecasts, projections, estimates and/or budgets provided to National Bank Financial and used in its analyses, National Bank Financial notes that projecting future results of any company is inherently subject to uncertainty.

In preparing this Fairness Opinion, National Bank Financial has made several assumptions, including that the Arrangement will be completed for the Consideration and otherwise on the terms contemplated in the draft Arrangement Agreement provided to National Bank Financial, that the Arrangement Agreement executed by the parties thereto will be in substantially in the form of the draft Arrangement Agreement provided to us, that all of the representations and warranties of the parties to the Arrangement Agreement contained therein are true, accurate and complete in all material respects, such parties will each perform all of their respective covenants and agreements to be performed by them under the Arrangement Agreement, that all of the conditions required to implement the Arrangement will be satisfied without any waiver thereof and that the disclosure provided or incorporated by reference in the Information Circular is accurate in all material respects. National Bank Financial has also assumed that all approvals and consents required in connection with the consummation of the Arrangement will be obtained and that in connection with any necessary approvals and consents, no limitations, restrictions or conditions will be imposed that would have an adverse effect on Brio Gold or Leagold.

We have also assumed that the Support Agreements will be entered into by the parties thereto substantially in the form of the drafts referred to above and/or on terms consistent with the terms publicly disclosed at the date hereof, that all of the representations and warranties of the parties to the Support Agreements contained therein will be true, accurate and complete in all material respects, such parties will each perform all of their respective covenants and agreements to be performed by them under the Support Agreements, and that the Voting Shareholders and Leagold Supporting Shareholders will vote all of their securities in favour of the Arrangement and the transactions contemplated in connection thereto.

This Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available with respect to Brio Gold or Brio Gold's underlying business decision to effect the Arrangement or any other term or aspect of the Arrangement or the Arrangement Agreement or any other agreement entered into or amended in connection with the Arrangement.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Arrangement and have relied upon, without independent verification, the assessment by Brio Gold and Leagold and their legal and tax advisors with respect to such matters. We express no opinion as to the value at which the Leagold shares may trade following completion of the Arrangement. We have assumed that Goldcorp Inc. will not exercise its anti-dilution rights with respect to the issuance of Leagold equity in connection with the Arrangement.

This Fairness Opinion is rendered as at the date hereof and on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of Brio Gold and Leagold as they are reflected in the Information and as they were represented to us in our discussions with the management of Brio Gold and Leagold. In our analyses and in connection with the preparation of our Fairness Opinion, we made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of National Bank Financial and any party involved in the Arrangement Agreement and the Arrangement. This Fairness Opinion is provided to the Board of Directors and the Special Committee for their use only and may not be relied upon by any other person. National Bank Financial disclaims any undertaking or obligation to advise any person of any change in any fact, information or matter affecting this Fairness Opinion which may come or be brought to the attention of National Bank Financial after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact, information or matter affecting this Fairness Opinion after the date hereof, National Bank Financial reserves the right to change, modify or withdraw this Fairness Opinion.

This Fairness Opinion is addressed to the Board of Directors and the Special Committee and is for the sole use and benefit of the Board of Directors and the Special Committee, and may not be referred to, summarized, circulated, publicized, reproduced, disclosed to or used or relied upon by any party without the express written consent of National Bank Financial (other than in the Information Circular as herein expressly specified). This Fairness Opinion is not to be construed as a recommendation to any Brio Gold Shareholder to vote in favour or against the Arrangement.

National Bank Financial believes that its analyses must be considered as a whole and that selecting portions of our analyses or the factors considered by us, without considering all factors and analyses together, could create a misleading or incomplete view of the process underlying this Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily capable of being partially analyzed or summarized. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. This Fairness Opinion should be read in its entirety.

Conclusion

Based upon and subject to the foregoing, and such other matters as National Bank Financial considered relevant, National Bank Financial is of the opinion, as of the date hereof, that the Consideration to be received by the Brio Gold Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Brio Gold Shareholders (other than Yamana Gold Inc.).

Yours very truly,

(signed)

NATIONAL BANK FINANCIAL INC.

APPENDIX G
INFORMATION ABOUT LEAGOLD

The following information about Leagold Mining Corporation reflects the current business, financial and share capital position of Leagold as of the date of the Circular, unless otherwise stated. The information contained in this Appendix has been prepared by management of Leagold and contains information in respect of the business and affairs of Leagold. Information provided by Leagold is the sole responsibility of Leagold. Brio Gold does not assume any responsibility for the accuracy or completeness of such information. Capitalized terms used in this Appendix "G" not herein defined shall have the meanings ascribed to such terms in Appendix "A".

DOCUMENTS CONCERNING LEAGOLD INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Appendix from documents filed with securities commissions or similar authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of Leagold at 3043 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J1, telephone 604-398-4509, and are also available electronically at www.sedar.com.*

The following documents, which Leagold has filed with securities commissions or similar authorities in Canada, are specifically incorporated by reference and form an integral part of this Appendix:

(a) the annual information form dated June 30, 2017 for the year ended December 31, 2016 (the "**AIF**"), except that the disclosure under the heading "Details of the Los Filos Mine" in the AIF relating to the Los Filos Mine is not incorporated by reference and is superseded by the disclosure under the heading "Details of the Los Filos Mine" in this Appendix "G";

(b) the material change report dated March 9, 2018, in respect of the filing of the Technical Report (as defined below);

(c) the material change report dated February 23, 2018, in respect of the Arrangement;

(d) the material change report dated July 21, 2017, in respect of the listing of the Leagold Shares on the TSX;

(e) the material change report dated April 17, 2017, in respect of the completion of the acquisition of the Los Filos Gold Mine in Guerrero State, Mexico (the "**Los Filos Mine**");

(f) the material change report dated March 17, 2017, in respect of the completion of its offering of 63,640,000 subscription receipts (the "**Subscription Receipts**") for aggregate gross proceeds of C$175,010,000;

(g) the material change report dated January 16, 2017, in respect of entering into a sale and purchase agreement for the acquisition of the Los Filos Mine;

(h) the business acquisition report dated May 9, 2017;

(i) the management information circular for the annual general and special meeting of Leagold Shareholders held on June 23, 2017;

(j) the management information circular for the annual general and special meeting of Leagold Shareholders held on August 8, 2016;

(k) the audited consolidated financial statements for the year ended December 31, 2017 and the 15-month period ended December 31, 2016 and the notes and auditors' report in respect thereof; and

(l) management's discussion and analysis of financial condition and results of operations for the year ended December 31, 2017.

Any documents of the type described in Section 11.1 of Form 44-101F1 – *Short Form Prospectus* filed by Leagold with a securities commission or any similar authority in Canada after the date of this Circular and prior to the Effective Date, are deemed to be incorporated by reference in this Circular.

Any statement in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded, for the purposes of this Appendix, to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies, replaces or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Appendix. 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 document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Information contained on or otherwise accessed through Leagold's website, www.leagold.com or any website, other than those documents incorporated by reference herein and filed on SEDAR, do not constitute part of this Appendix.

LEAGOLD MINING CORPORATION

Name, Address and Incorporation

Leagold was incorporated under the *Canada Business Corporations Act* on July 7, 1981 under the name 108729 Canada Ltd. On August 31, 2016, Leagold was continued into British Columbia under the *Business Corporations Act* (British Columbia). Leagold's head office is located at 3043 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J1 and its registered and records office is at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3.

Pursuant to the Arrangement, Amalgamation Sub, a direct wholly owned subsidiary of Leagold, will amalgamate with Brio Gold, whereby, following completion of the Arrangement, Amalco will be a direct wholly owned subsidiary of Leagold and Brio Gold's direct and indirect subsidiaries will be direct and indirect subsidiaries of Amalco.

Market for Securities

The Leagold Shares are listed on the TSX under the trading symbol "LMC". The Leagold Shares are also listed on the OTCQX market under the trading symbol "LMCNF". Leagold is a reporting issuer in each of the territories and provinces of Canada, except Québec.

Trading Price and Volume

The following table sets forth the high and low prices and total monthly volume of the Leagold Shares as traded on the TSX for the periods indicated. All share prices are shown in Canadian dollars, with adjustments made to historic pricing data to reflect: (A) the consolidation effected on March 8, 2017 whereby one post-consolidation Leagold Share was issued for every five pre-consolidation Leagold Shares; and (B) the stock split effected on June 28, 2016 whereby shareholders received one-half of one Leagold Share for each Leagold Share held at such time.

Month	High (C$)	Low (C$)	Total Volume
March 1-12, 2018	2.95	2.78	794,510
February, 2018	2.99	2.54	5,158,967
January, 2018	3.25	2.68	3,450,472
December, 2017	3.00	2.51	1,704,809
November, 2017	3.20	2.76	1,208,197
October, 2017	3.45	2.96	2,097,857
September, 2017	3.48	2.94	2,278,326
August, 2017	3.15	2.67	2,164,399
July, 2017	2.99	2.27	2,317,988
June, 2017	2.65	2.35	1,715,973
May, 2017	2.93	2.46	3,536,752
April, 2017	3.17	2.36	3,819,799
March, 2017	-	-	-

On January 23, 2018, Leagold announced that it intended to offer to purchase Brio Shares from the Shareholders (the "**Offer**"). On January 22, 2018, the last trading day prior to such announcement, the closing price of Leagold Shares on the TSX was C$3.01. On February 16, 2018, Leagold announced that it had entered into the Arrangement Agreement. On February 15, 2018, the last trading day prior to such announcement, the closing price of Leagold Shares on the TSX was C$2.58.

DESCRIPTION OF THE BUSINESS

Summary Description of Business

Leagold is in the business of identifying and, through its wholly-owned subsidiaries, acquiring gold mines and attractive development stage projects within Latin America. This strategy seeks to leverage the extensive experience of Leagold's management team in acquiring, operating and building gold mines and the strong Latin American relationships of the Leagold Board.

Leagold has one material mineral project for the purposes of NI 43-101, being the Los Filos Mine, which was acquired by Leagold on April 7, 2017. The current Los Filos Mine operations include two open-pit mines – Los Filos and El Bermejal – and an underground mine at Los Filos and the El Bermejal expansion project, which is currently under development. Prior to the acquisition of the Los Filos Mine, Leagold did not own any material mining assets.

Since Leagold's completion of the acquisition of Los Filos Mine for total consideration of US$350 million, Leagold has been a producer of gold. The gold market is relatively deep and liquid and is traded on a world-wide basis. As a result, Leagold is not dependent on a particular purchaser with regard to the sale of gold. The demand for gold is primarily for jewellery fabrication purposes and bullion investment. Gold is traded on a world-wide basis.

Recent Developments

On April 7, 2017, Leagold announced the completion of the acquisition of the Los Filos Mine, through the purchase of all of the shares of Desarrollos Mineros San Luis, S.A. de C.V., Exploradora de Yacimientos Los Filos, S.A. de C.V., and Minera Thesalia, S.A. de C.V., a wholly owned subsidiary of Goldcorp (the "**Los Filos Acquisition**").

Concurrent with the closing of the Los Filos Acquisition, Leagold closed a financing with Orion Mine Finance Management II Limited consisting of a US$150 million senior secured loan facility, a US$21 million private placement of Leagold Shares at an issue price of C$2.75 per Leagold Share, and a US$29 million private placement of subscription receipts (the "**Orion Subscription Receipts**") at an issue price of C$2.75 per Orion Subscription Receipt. Each Orion Subscription Receipt entitled the holder to receive one Leagold Share for no additional consideration upon the satisfaction of certain release conditions, including receipt of the prior approval of COFECE.

Concurrent with the closing of the Los Filos Acquisition, Russell Ball, the then Executive Vice President Corporate Development and Chief Financial Officer of Goldcorp, joined the Leagold Board as Goldcorp's nominee. Concurrent with this appointment, Jay Sujir resigned from the Leagold Board.

On July 5, 2017, the Company announced the appointment of Lord Tristan Garel-Jones to the Leagold Board. In 1990, he was appointed Minister of State at the Foreign and Commonwealth Office with responsibility for Europe and Latin America. A member of the Conservative Party, he served as the Member of Parliament for Watford from 1979–97, before being made a life peer in 1997.

On July 12, 2017, Leagold received approval from COFECE with respect to the issuance of Leagold Shares to a fund managed by Orion Resource Partners upon the conversion of certain subscription receipts. Upon receipt of such approval 14,146,728 subscription receipts of Leagold held by such fund converted into 14,146,728 Leagold Shares for no additional consideration. From the proceeds released from escrow upon such conversion, US$29 million was paid to Goldcorp in satisfaction of certain amounts owing pursuant to a promissory note issued by Leagold in connection with the Los Filos Acquisition.

On July 20, 2017, the Leagold Shares commenced trading on TSX under the symbol "LMC" and were concurrently delisted from the TSX Venture Exchange.

On July 31, 2017, Leagold announced that it had received an environmental permit for development of the portal and ramp for the underground deposit (the "**Bermejal Underground Deposit**") at the El Bermejal open-pit mine, which could potentially increase the gold production and extend the mine life at the Los Filos Mine.

On September 15, 2017, the Leagold Shares commenced trading on the OTCQX market under the symbol "LMCNF".

On September 25, 2017, Leagold commenced development of the Bermejal Underground Deposit.

On January 23, 2018, Leagold announced its intention to commence a take-over bid for Brio Gold.

On February 15, 2018, Leagold entered into the Arrangement Agreement.

DETAILS OF THE LOS FILOS MINE

Reference is made to the Technical Report titled "Technical Report for Los Filos Gold Mine, Guerrero State, Mexico" dated March 7, 2018 (the "**Technical Report**") and prepared by Doug Reddy, P.Geo (Leagold), Rodolfo Balderrama, Member of SME (Administración Los Filos, S.A.P.I. de C.V.), Paul Sterling, P.Eng. (Consultant to Leagold) and Dr. Gilles Arseneau, P. Geo. (Associate Consultant with SRK Consulting (Canada) Inc.), each of whom is a "Qualified Person" as such term is defined in NI 43-101. The Technical Report has been filed with securities commissions or similar authorities in Canada and is available electronically at www.sedar.com under Leagold's profile.

DIVIDENDS

Other than as set out herein, Leagold has not, for any of the three most recently completed financial years or its current financial year, declared or paid any dividends on the Leagold Shares, and does not currently have a policy with respect to the payment of dividends. For the foreseeable future, Leagold anticipates that it will not pay dividends but will retain future earnings and other cash resources for the operation and development of its business.

The payment of dividends in the future will depend on our earnings, if any, our financial condition and such other factors as our directors consider appropriate.

On June 15, 2016, Leagold approved a stock split of the outstanding Leagold Shares that was implemented by way of a stock dividend whereby shareholders received one-half of one Leagold Share for each Leagold Share held. The record date for the stock dividend was June 23, 2016, and the payment date was June 28, 2016.

DESCRIPTION OF THE SECURITIES DISTRIBUTED

Leagold's authorized share capital consists of an unlimited number of Leagold Shares without par value, an unlimited number of preferred shares without par value, and an unlimited number of series 1 convertible preferred shares, as described below. As at March 12, 2018, there were 151,496,959 Leagold Shares issued and outstanding and no preferred shares or series 1 convertible preferred shares were issued and outstanding.

The convertible securities of Leagold as at March 12, 2018 are summarized below:

Security Type	Leagold Shares Issuable (#)	Exercise price (average) (C$)	Cash proceeds or debt reduction if exercised (C$)
Warrants[(1)]	2,000,000	3.575	7,150,000
Stock Options[(2)]	11,600,000	2.76	32,016,000
	13,600,000		39,166,000

Notes:

(1) Leagold has 2,000,000 common share purchase warrants outstanding, with an exercise price of C$3.575 per Leagold Share until March 31, 2022.

(2) Leagold has: (i) 500,000 stock options outstanding exercisable at a price of C$0.625 until July 11, 2026; (ii) 1,800,000 stock options outstanding exercisable at a price of C$2.85 until November 10, 2021; (iii) 9,000,000 stock options outstanding exercisable at a price of C$2.85 until April 28, 2022; (iv) 200,000 stock options outstanding exercisable at a price of C$3.15 until October 6, 2022; and (v) 100,000 stock options outstanding exercisable at a price of C$2.92 until January 1, 2023.

Leagold Shares

The holders of Leagold Shares are entitled to receive notice of and to vote at every meeting of the shareholders of Leagold and shall have one vote thereat for each Leagold Share so held. Subject to the rights, privileges, restrictions and conditions attached to the preferred shares of Leagold, the Leagold Board may from time to time declare a dividend, and Leagold shall pay thereon out of the monies of Leagold properly applicable to the payment of the dividends to the holders of Leagold Shares. Subject to the rights, privileges, restrictions and conditions attached to the preferred shares of Leagold, in the event of liquidation, dissolution or winding-up of Leagold or upon any distribution of the assets of Leagold among shareholders being made (other than by way of dividend out of the monies properly applicable to the payment of dividends) the holders of Leagold Shares shall be entitled to share equally.

Consideration Warrants

The Consideration Warrants will be issued pursuant to and will be governed by the terms of the Warrant Indenture. The following summary of certain provisions of the Warrant Indenture does not purport to be complete and is subject in its entirety to the detailed provisions of the Warrant Indenture, a copy of which will be available at www.sedar.com or on request without charge from the Corporate Secretary of Leagold at 3043 – 595 Burrard Street, Vancouver, British Columbia, V7X 1J1, Telephone 604-398-4509. A register of holders of Consideration Warrants will be maintained at the principal offices of Computershare Trust Company of Canada, as warrant agent (the "**Warrant Agent**") in Vancouver, BC and Toronto, Ontario.

Each Consideration Warrant will entitle the holder thereof to acquire, subject to adjustment in certain instances, one Leagold Share at a price of C$3.70 for a period of two years from the Effective Date, which warrant is exercisable (i) outside the United States by holders that are not U.S. Persons, or (ii) within the United States, by a holder that is a U.S. Person, if an exemption from registration under the U.S. Securities Act and state Securities Laws is available, and which warrant shall be transferable, subject to applicable Securities Laws.

The Warrant Indenture will provide for an adjustment in the number of Leagold Shares issuable upon the exercise of the Consideration Warrants and/or the exercise price per Leagold Share upon the occurrence of certain events, including: (a) the issuance of Leagold Shares or securities exchangeable for or convertible into Leagold Shares to all or substantially all of the holders of the Leagold Shares as a stock dividend or other distribution or a distribution of Leagold Shares; (b) the subdivision, redivision or change of the outstanding Leagold Shares into a greater number of Leagold Shares; (c) the reduction, combination or consolidation of the outstanding Leagold Shares into a lesser number of shares; (d) the fixing of a record date for the distribution to all or substantially all of the holders of the outstanding Leagold Shares of rights, options or warrants under which such holders are entitled, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Leagold Shares, or securities exchangeable for or convertible into Leagold Shares, at a price per share to the holder (or at an exchange or conversion price per share) of less than 95% of the "Current Market Price" (as defined in the Warrant Indenture), for the Leagold Shares on such record date; and (e) the fixing of a record date for the issuance or distribution to all or substantially all of the holders of the Leagold Shares of: (i) securities of any class other than the Leagold Shares; (ii) rights, options or warrants to acquire Leagold Shares or securities exchangeable or convertible into Leagold Shares; (iii) evidences of indebtedness; or (iv) any property or other assets.

The Warrant Indenture will also provide for adjustments in the class and/or number of securities issuable upon exercise of the Consideration Warrants and/or exercise price per security in the event of the following additional events: (a) reclassifications of the Leagold Shares or a capital reorganization other than as described above; (b) consolidations, amalgamations, plan of arrangements, or mergers of the Leagold with or into another entity; or (c) sales or conveyances of the property and assets of Leagold as an entirety or substantially as an entirety to another entity. Leagold will also covenant in the Warrant Indenture that, during the period in which the Consideration Warrants are exercisable, it will give notice to holders of Consideration Warrants of certain stated events, including events that would result in an adjustment to the exercise price for the Consideration Warrants or the number of Leagold Shares issuable upon exercise of the Consideration Warrants, at least fourteen (14) days prior to the record date of such event.

No fractional Leagold Shares will be issuable upon the exercise of any Consideration Warrants, and no cash or other consideration will be paid in lieu of fractional shares. Consideration Warrants will not, confer or be construed as conferring upon a holder of Consideration Warrants any right or interest whatsoever as a holder of Leagold Shares, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of holder of Leagold Shares or any other proceedings of Leagold, or the right to dividends and other allocations.

From time to time, Leagold and the Warrant Agent may, subject to the Warrant Indenture and prior approval of the TSX, if required, amend or supplement the Warrant Indenture for certain purposes, including adding additional covenants and enforcement provisions provided they are not prejudicial to the interests of holders of Consideration Warrants, making provisions not inconsistent with the Warrant Indenture necessary or desirable, including to obtain a listing or quotation of the Consideration Warrants, provided they are not prejudicial to the interests of holders of Consideration Warrants, adding to or altering the provisions in respect of the transfer of Consideration Warrants, modifying any provision, provided it is not prejudicial to the interests of holders of Consideration Warrants, providing for additional Consideration Warrants, or correcting or rectifying ambiguities, defects, inconsistent provisions, errors or mistakes or making any change that does not adversely affect the rights of any holder of Consideration Warrants.

Any other amendment or supplement to the Warrant Indenture may only be made by "extraordinary resolution", which is defined in the Warrant Indenture as a resolution either: (a) passed at a meeting of the holders of Consideration Warrants at which there are holders of Consideration Warrants present in person or represented by proxy representing at least 25% of the aggregate number of the then outstanding Consideration Warrants and passed by the affirmative vote of holders of Consideration Warrants representing not less than two-thirds of the aggregate number of all the then outstanding Consideration Warrants represented at the meeting and voted on the poll upon

such resolution; or (b) adopted by an instrument in writing signed by the holders of Consideration Warrants representing not less than two-thirds of the aggregate number of all the then outstanding Consideration Warrants.

The Warrant Indenture and the Consideration Warrants will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Leagold and holders of Consideration Warrants will submit to the non-exclusive jurisdiction of any court of the Province of British Columbia for purposes of all legal actions and proceedings instituted in connection with the Warrant Indenture and the Consideration Warrants.

CONSOLIDATED CAPITALIZATION

The following table sets out information concerning the consolidated capitalization of Leagold as at December 31, 2017, before and after giving effect to the issuance by Leagold of the Leagold Shares and Consideration Warrants as consideration under the Arrangement, subject to certain assumptions. This table should be read in conjunction with: (a) the audited consolidated financial statements of Leagold for the year ended December 31, 2017 and the 15-month period ended December 31, 2016, and the notes and the auditors' report in respect thereof; and (b) the pro forma consolidated statements of financial position as at December 31, 2017 attached hereto as Appendix "H".

Statement of Financial Position	Leagold Dec 31, 2017 (US$)	Brio Gold Dec 31, 2017 (US$)	Pro Forma Adjustments (US$)	Leagold Pro Forma (US$)
Current Assets	148,917,000	83,792,000	(15,000,000)[(2)]	217,709,000
Total Assets	521,100,000	611,955,000	(188,836,000)[(2)(3)]	944,219,000
Current Liabilities	53,283,000	74,117,000	72,600,000[(7)]	200,000,000
Total Liabilities	252,741,000	200,501,000	6,717,000[(4)]	459,959,000
Shareholders' Equity	268,359,000	411,454,000	195,553,000[(2)(5)(6)]	484,260,000
Outstanding common shares[(1)]	151,316,959	117,559,100	(7,212,686)[(5)(6)]	261,663,373

Notes:

(1) Number reflects actual number and not US$ value.
(2) To account for US$15 million in transaction costs relating to the Arrangement.
(3) The excess of carrying values of net assets of Brio Gold over purchase consideration of Brio Gold in the amount of US$174 million has been assigned to mining interests.
(4) Assumes the issuance of 46,716,650 Consideration Warrants with an exercise price of C$3.70 as part of the consideration for the Arrangement. The Consideration Warrants are valued at US$7 million based on the Black-Scholes valuation model using the following variables: 2.2% discount rate, 30% volatility, 2-year term and a CAD/USD exchange rate of 1.2518.
(5) Assumes the issuance of 110,346,414 Leagold Shares at a price of C$2.6194 for proceeds of $231 million to Brio Gold, based on a CAD/USD exchange rate of 1.2518.
(6) Adjustment made to eliminate the equity balances of Brio Gold.
(7) Brio's US$75 million senior debt credit facility includes an Event of Default that arises upon the occurrence of "change of control". The Arrangement constitutes a "change of control". The adjustment reclassifies Brio's outstanding debt under the senior debt credit facility as short term as there is no certainty at this time that the Event of Default will be waived or amended by the lenders party to the senior debt credit facility.

PRIOR SALES

For the 12-month period before the date of this Circular, Leagold issued the following Leagold Shares and securities convertible into Leagold Shares:

Date	Class of Securities Issued	Number of Securities Issued or Issuable	Issue, Exercise or Conversion Price (C$)
March 8, 2017	Subscription Receipts	63,640,000[(1)]	$2.75
April 7, 2017	Warrants	2,000,000[(2)]	$3.575
April 7, 2017	Subscription Receipts	14,146,727[(2)]	$2.75
April 7, 2017	Leagold Shares	110,019,273[(3)]	$2.75
April 28, 2017	Options	9,000,000	$2.85
June 28, 2017	Leagold Shares	20,000[(4)]	$0.625
July 12, 2017	Leagold Shares	14,146,728[(5)]	$2.75
October 6, 2017	Options	200,000	$3.15
January 1, 2018	Options	100,000	$2.92
January 9, 2018	Leagold Shares	140,000[(4)]	$0.625
January 11, 2018	Leagold Shares	40,000[(4)]	$0.625

Notes:

(1) These Subscription Receipts were issued pursuant to a prospectus offering, with each such Subscription Receipt entitling the holder to receive one Leagold Share for no additional consideration upon the satisfaction of certain release conditions, which included satisfaction of all conditions precedent to complete the acquisition of the Los Filos Mine, prior to a termination event.

(2) These Orion Subscription Receipts were issued to a fund managed by Orion Resource Partners pursuant to a private placement, with each Orion Subscription Receipt entitling the holder to receive one Leagold Share for no additional consideration, upon the satisfaction of certain release conditions, which include receipt of regulatory approval from COFECE, prior to a termination event. The Company also granted such fund 2,000,000 share purchase warrants exercisable in whole or in part for an equal number of Leagold Shares until March 31, 2022 at an exercise price of C$3.575 per share.

(3) These Leagold Shares were issued upon the completion of the acquisition of the Los Filos Mine and include 63,640,000 Leagold Shares issued upon exchange of subscription receipts issued on March 8, 2017 and described in Note 1 above, 34,636,091 Leagold Shares issued to Goldcorp as partial consideration for the acquisition of the Los Filos Mine and 10,244,182 Leagold Shares issued to a fund managed by Orion Resource Partners pursuant to a private placement.

(4) These Leagold Shares were issued on the exercise of stock options.

(5) These Leagold Shares were issued on conversion of the Orion Subscription Receipts described in Note 2 above.

DIRECTORS AND OFFICERS

To Leagold's knowledge there are no known existing or potential conflicts of interest among Leagold, its directors and executive officers, or other members of management, or of any proposed director, officer or other member of management as a result of their outside business interests. Please refer to the disclosure contained under the headings "*Directors and Officers*", "*Interest of Management and Others in Material Transactions*" and "*Risk Factors*" as contained in the AIF, which is incorporated herein by reference. See "*Documents Concerning Leagold Incorporated by Reference*" above. Upon completion of the Arrangement, it is expected that Leagold will appoint Gil Clausen to the Leagold Board.

The directors of Leagold are required by law to act honestly and in good faith, with a view to the best interests of the Company, and to disclose any interests that they may have in any material contract or material transaction. If a conflict of interest arises at a meeting of the Leagold Board, any director in a conflict is required to disclose his or her interest and abstain from voting on such matter. The directors and officers of Leagold are aware of the existence

of laws governing accountability of directors and officers for corporate opportunity, and requiring disclosure by directors of conflicts of interest in respect of the company. The directors and officers are required to comply with such laws in respect of any conflicts of interest, or in respect of any breaches of duty by any of its directors or officers.

RISK FACTORS

Please refer to the disclosure contained under the heading "*Risks Factors*" as contained in the AIF, which is incorporated herein by reference. See "*Documents Concerning Leagold Incorporated by Reference*" above.

AUDITORS, TRANSFER AGENT AND REGISTRAR

Auditors

The auditors of Leagold are Deloitte LLP located at 1055 Dunsmuir Street, #2800, Vancouver, British Columbia V7X 1P4.

Deloitte LLP, the auditor of Leagold, is independent of Leagold within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Transfer Agents, Registrars or Other Agents

The transfer agent and registrar for the Leagold Shares in Canada is Computershare Investor Services Inc., at its principal offices in Vancouver, British Columbia and Toronto, Ontario.

MATERIAL CONTRACTS

Please also refer to the disclosure contained under the heading "Material Contracts" as contained in the AIF, which is incorporated herein by reference. See "*Documents Concerning Leagold Incorporated by Reference*" above. Other than as set out in the AIF and except for contracts made in the ordinary course of business, the following are the only material contracts entered into by the Company within the most recently completed financial year or before the most recently completed financial year (but after January 1, 2002) and still in effect:

1. the Arrangement Agreement.

INTERESTS OF EXPERTS

None of the following companies, partnerships or persons, each of whom are named in this Appendix as having prepared reports or having been responsible for reporting exploration results relating to Leagold's mineral properties and whose profession or business gives authority to such reports, or any director, officer, partner, or employee thereof, as applicable, received or has received a direct or indirect interest in Leagold's property or of any of Leagold's associates or affiliates. As at the date hereof, such persons, and the directors, officers, partners and employees, as applicable, of each of the following companies and partnerships beneficially own, directly or indirectly, in the aggregate, less than 1% of the securities of Leagold and they did not receive any direct or indirect interest in any securities of Leagold or of any associate or affiliate of Leagold in connection with the preparation of such report, other than as set out below:

(a) Doug Reddy, P.Geo, Senior Vice President - Technical Services of Leagold;

(b) Rodolfo Balderrama, Member of SME, Mine Operations Manager of Administración Los Filos, S.A.P.I. de C.V.;

(c) Paul Sterling, P.Eng., consultant to Leagold; and

(d) Dr. Gilles Arseneau, P. Geo., Associate Consultant with SRK Consulting (Canada) Inc.

None of such persons, or any director, officer or employee, as applicable, of any such companies or partnerships, is currently expected to be elected, appointed or employed as a director, officer or employee of Leagold or of any associate or affiliate of Leagold, other than as set out below.

Doug Reddy, P.Eng. is the Senior Vice President – Technical Services of Leagold and holds 180,900 Leagold Shares and 1,900,000 options to purchase Leagold Shares.

Rodolfo Balderrama is an employee of Administración Los Filos, S.A.P.I. de C.V., an indirect subsidiary of Leagold.

LEAGOLD MINING CORPORATION

UNAUDITED PRO FORMA
CONSOLIDATED FINANCIAL STATEMENTS
As at and for the year ended December 31, 2017

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PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

(Unaudited - Expressed in Thousands of United States Dollars)
As At December 31, 2017

		Leagold Mining Corporation		Brio Gold Inc.		Pro Forma Adjustments	Notes		**Pro Forma Combined**
ASSETS									
Current assets									
Cash and cash equivalents	$	54,039	$	19,281	$	(15,000)	5g	**$**	**58,320**
Trade and other receivables		29,517		4,398		-			**33,915**
Inventories		55,566		40,560		-			**96,126**
Derivative related assets		-		5,969		-			**5,969**
Prepaid expenses and other		9,795		13,584		-			**23,379**
		148,917		83,792		(15,000)			**217,709**
Mining Interests		288,857		514,103		(173,836)	5c		**629,124**
Non-current derivative related asset		-		778		-			**778**
Deferred tax assets		80,916		7,447		-			**88,363**
Other non-current assets		-		5,835		-			**5,835**
Long-term inventories		2,410		-		-			**2,410**
		372,183		528,163		(173,836)			**726,510**
Total assets	$	521,100	$	611,955	$	(188,836)		**$**	**944,219**
LIABILITIES									
Current liabilities									
Trade and other payables	$	51,760	$	50,925	$	-		**$**	**102,685**
Income taxes payable		-		3,433		-			**3,433**
Short-term debt		-		13,663		72,600	5h		**86,263**
Reclamation and closure costs		1,523		1,152		-			**2,675**
Other financial liabilities		-		3,631		-			**3,631**
Other current liabilities		-		1,313		-			**1,313**
		53,283		74,117		72,600			**200,000**
Reclamation and closure costs		51,070		36,884		-			**87,954**
Long-term debt		143,933		72,600		(72,600)	5h		**143,933**
Other-long term liabilities		4,455		9,997		6,717	5b		**21,169**
Derivative liabilities		-		1,315					**1,315**
Deferred income tax liabilities		-		5,588		-			**5,588**
Total liabilities		252,741		200,501		6,717			**459,959**
SHAREHOLDERS' EQUITY									
Share capital		268,777		440,975		(210,074)	5a, 5d		**499,678**
Reserves		11,312		67,220		(67,220)	5d		**11,312**
Deficit		(11,730)		(96,741)		81,741	5d, 5g		**(26,730)**
Total Shareholders' Equity		268,359		411,454		(195,553)			**484,260**
Total Liabilities and Shareholders' Equity	$	521,100	$	611,955	$	(188,836)		**$**	**944,219**

See accompanying notes to the unaudited pro forma consolidated financial statements.

PRO FORMA CONSOLIDATED STATEMENT OF NET LOSS AND COMPREHENSIVE LOSS

(Unaudited - Expressed in Thousands of United States Dollars, Except Per Share and Share Information)
For The Year Ended December 31, 2017

	Leagold Mining Corporation Pro forma consolidated (Note 9)	Brio Gold Inc.	Pro Forma Adjustments	Notes	Pro Forma Combined
Revenues	$ 244,438	$ 217,891	$ -		$ **462,329**
Mining operating costs					
Cost of sales	185,272	151,324	-		**336,596**
Depreciation and depletion	22,773	37,840	(8,551)	5e	**52,062**
Royalties	1,248	477	-		**1,725**
	209,293	189,641	(8,551)		**390,383**
Earnings from mine operations	**35,145**	**28,250**	**8,551**		**71,946**
Exploration and evaluation costs	(1,166)	-	-		**(1,166)**
Other operating expenses	-	(17,709)	-		**(17,709)**
Share-base payments	(10,181)	(7,491)	-		**(17,672)**
General and adminstration	(8,139)	(15,943)	-		**(24,082)**
Transaction costs	(7,675)	-	-		**(7,675)**
Earnings/(loss) from operations	**7,984**	**(12,893)**	**8,551**		**3,642**
Finance and accretion expense	(12,373)	(10,591)	-		**(22,964)**
Unrealized loss on hedge contracts	-	(1,440)			**(1,440)**
Foreign exchange (loss)/gain	(260)	306	-		**46**
Other expenses	553	-	-		**553**
(Loss)/earnings before income taxes	**(4,096)**	**(24,618)**	**8,551**		**(20,163)**
Income tax recovery/(expense)	2,746	3,618	(2,907)	5f	**3,457**
Net (loss)/earnings	**(1,350)**	**(21,000)**	**5,644**		**(16,706)**
Change in fair value of hedging instruments, net of tax	-	3,993	-		**3,993**
Total comprehensive (loss)/earnings	$ **(1,350)**	$ **(17,007)**	$ **5,644**		$ **(12,713)**
Loss per share					
Basic	$ (0.01)	$ (0.18)		8	$ **(0.07)**
Diluted	$ (0.01)	$ (0.18)		8	$ **(0.07)**
Weighted average shares outstanding					
Basic (000's)	114,589	114,541		8	**224,935**
Diluted (000's)	114,589	114,541		8	**224,935**

See accompanying notes to the unaudited pro forma consolidated financial statements.

NOTES TO THE PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS
For The Year Ended December 31, 2017
(Unaudited – expressed in 000's of USD, except as otherwise stated)

1. DESCRIPTION OF THE TRANSACTION

The accompanying unaudited pro forma consolidated financial statements of Leagold Mining Corporation ("Leagold" or the "Company") have been prepared to give effect to an Arrangement Agreement dated February 15, 2018 with Brio Gold Inc. ("Brio"), whereby Leagold will acquire all of the issued and outstanding common shares of Brio by way of a statutory plan of arrangement (the "Arrangement").

Under the terms of the Arrangement, Brio shareholders will receive 0.922 of a common share of Leagold for each Brio share outstanding. Based on the three-day volume weighted average price of Leagold shares on the Toronto Stock Exchange ("TSX") immediately preceding February 15, 2018, the date of the Arrangement Agreement, the transaction price implies share consideration of $231 million.

As additional consideration for the Arrangement, Leagold will issue 0.4 warrants for each Brio share outstanding (each whole warrant, a "Leagold Warrant"), resulting in 46,716,650 Leagold Warrants being issued. Each Leagold Warrant will entitle the holder to purchase one Leagold common share at a price of CAD$3.70 for a period of two years following the completion of the Arrangement. The Leagold Warrants are valued at $7 million and the total transaction price implies common share and warrant consideration of $238 million. The final transaction price will be determined upon closing of the Arrangement.

The accompanying unaudited pro forma consolidated financial statements of Leagold have been prepared to give effect to the Arrangement.

2. BASIS OF PREPARATION

The unaudited pro forma consolidated statement of net loss and comprehensive loss for the year ended December 31, 2017 combine the historical consolidated statements of net loss and comprehensive loss of Leagold, and the historical consolidated statements of operations and comprehensive loss of Brio to give effect to the Arrangement as if it had occurred on January 1, 2017. The pro forma consolidated statement of net loss and comprehensive loss also gives effect to Leagold's acquisition of the Los Filos Mine ("Los Filos"), which was acquired on April 7, 2017 (the "Los Filos Acquisition") as if the acquisition had occurred on January 1, 2017.

The unaudited pro forma consolidated statement of financial position as at December 31, 2017 combines the historical consolidated statement of financial position of Leagold and the historical consolidated balance sheet of Brio, as at that date, to give effect to the Arrangement as if it had occurred on December 31, 2017.

The unaudited pro forma consolidated financial statements were based on and should be read in conjunction with the following:

- Audited consolidated financial statements of Leagold as at and for the year ended December 31, 2017 and the accompanying notes; and
- Audited consolidated financial statements of Brio as at and for the year ended December 31, 2017 and the accompanying notes;

The historical consolidated financial statements of Leagold have been adjusted to give effect to the following pro forma events:

- Those that are directly attributable to the specific acquisition transaction for which there are firm commitments; and
- Those for which the complete financial effects are objectively determinable.

The unaudited pro forma consolidated financial statements have been presented for informational purposes only. The unaudited pro forma consolidated financial statements of Leagold have been prepared by Leagold's management and represent Leagold's view of the Arrangement. The pro forma information is not necessarily indicative of what Leagold's financial position or financial performance actually would have been had the Arrangement been completed as of the dates indicated and does not purport to project the future financial position or operating results of Leagold.

The Arrangement is considered to be a business combination under IFRS 3 – Business Combinations. The unaudited pro forma consolidated financial statements have been prepared using the acquisition method of accounting in accordance with IFRS 3. Accordingly, the purchase price calculation and purchase price allocation are dependent upon fair value estimates and assumptions as at the acquisition date. There are instances where adequate information is not available at the time of the preparation of these unaudited pro forma consolidated financial statements to perform an estimate of fair value. Leagold will finalize all amounts as it obtains the information necessary to complete the measurement process, which is expected to be no later than one year from the acquisition date. Accordingly, pro forma adjustments are preliminary and have been made solely for the purpose of providing unaudited pro forma consolidated financial statements. Differences between preliminary estimates and final amounts may occur and these differences could be material to the accompanying unaudited pro forma consolidated financial statements of Leagold and Leagold's future performance and financial position of Leagold.

These unaudited pro forma consolidated financial statements are presented for illustrative purposes only and do not reflect the additional savings or costs that may result from the transaction. There can be no assurance that cost savings and synergies will be achieved; however, if achieved, these could result from the reduction of overhead and elimination of duplicative functions. Similarly, no amounts have been included in the purchase price allocation for the estimated costs to be incurred to achieve savings or other benefits of the Arrangement.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the financial statements of Leagold as at and for the year ended December 31, 2017. Management has determined, based on their initial assessment that the Brio's depreciable amount of plant and equipment is amortized on a straight-line basis to the residual value of the asset over the lesser of mine life or estimated useful life of the asset. Leagold's plant is depreciated using the units of production method based on ounces produced, and equipment is depreciated on a straight-line basis over the estimated useful lives of the related assets. Leagold is currently evaluating the impact of potential changes in accounting policies noted

above and has therefore, not included any specific adjustments in the unaudited pro forma consolidated financial statements.

In order to comply with Leagold's presentation of the consolidated statement of net loss and comprehensive loss, the following adjustments have been made:

- Share-based compensation included in general and administrative costs has been reclassified and presented separately in the unaudited pro forma consolidated financial statements;
- Royalties included in other operating expenses has been reclassified and presented separately in the unaudited pro forma consolidated financial statements; and
- The current portion of reclamation and closure costs in other current liabilities has been reclassified and presented separately.

In order to give pro forma effect to Leagold's acquisition of Los Filos on the historical consolidated statement of net loss and comprehensive loss of Leagold for the year ended December 31, 2017, Leagold's historical unaudited consolidated statement of net loss and comprehensive loss have been adjusted to give effect to the Los Filos Acquisition as if it had occurred on January 1, 2017 and reflect the pro forma operations of Los Filos for the 96-day period beginning on January 1, 2017 and ending on April 7, 2017 (Note 9).

4. PURCHASE PRICE ALLOCATION

The activity of Brio constitutes a business, as defined by IFRS 3, and consequently, the Company has applied the principles of IFRS 3 in the accounting for the 100% acquisition of Brio.

A summary of the preliminary purchase price to the acquired assets and liabilities assumed is as follows:

Leagold purchase consideration:		
Fair value estimate of the Leagold share consideration	$	230,901
Fair value estimate of the warrants issued		6,717
Total consideration	**$**	**237,618**

The share purchase price consideration reflects the exchange of 117,556,100 Brio shares outstanding as of the date that the Arrangement Agreement was made, for 108,386,724 Leagold common shares issuable immediately prior to the completion of the Arrangement using a ratio of 0.922 of a Leagold common share for each Brio share outstanding.

Also under the Arrangement, certain of Brio's convertible securities (restricted share units ("RSUs") and deferred share units ("DSUs")) will be exchanged for Leagold common shares based on an Adjusted Exchange Factor, which is the sum of 0.922 plus the incremental warrant factor of 0.027. The incremental warrant factor is equal to 0.4 of the value of a full Leagold Warrant divided by the three-day volume weighted average price of the Leagold common shares on the TSX immediately preceding the completion of the Arrangement.

Based on an Adjusted Exchange Factor of 0.949, 1,959,690 Leagold common shares will be issued in exchange for certain RSUs, DSUs and for a partial severance payment.

The Brio share options outstanding totaling 1,159,020 will be replaced with Leagold share options using the Adjusted Exchange Factor of 0.949 of a Leagold share option for each Brio share option outstanding. The expiry of the Leagold options issued will have the same expiry date of the respective Brio share options exchanged. The share options have not been included in the consideration for the purposes of these unaudited pro forma consolidated financial statements as the amount will not have a significant effect.

The warrant purchase price consideration reflects the issuance of 46,716,650 Leagold Warrants with an exercise price of CAD$3.70, as agreed by Management. The Leagold Warrants are valued at $7 million based on the Black Scholes valuation model using the following variables: 2.2% discount rate; 30% volatility; 2 year term; CAD/USD exchange rate of 1.2518.

The preliminary purchase price has been allocated to the following identifiable assets and liabilities based on their estimated fair values as of December 31, 2017:

		Pro forma presentation
Cash and cash equivalents	$	19,281
Trade and other receivables		4,398
Inventories		40,560
Other current assets		19,553
Mining interests		340,267
Deferred tax asset		1,859
Other non-current assets		6,613
Accounts payable and accrued liabilities		(50,925)
Income taxes payable		(3,433)
Short-term debt		(86,263)
Other current liabilities		(4,944)
Reclamation and closure obligations		(38,036)
Other non-current liabilities		(11,312)
Total net assets acquired	**$**	**237,618**

For the purposes of these unaudited pro forma consolidated financial statements, the fair value of the total consideration is preliminary and may change materially upon completion of the Arrangement. The value assigned to the Arrangement is the current estimate of fair value, and the difference between the net identifiable assets to be acquired over the total consideration has been included within the estimate of the fair value of mining interests. The estimate of the fair value of mining interests and all assets and liabilities acquired is preliminary, and subject to change. The final purchase price and the fair value of the net assets to be acquired will ultimately be determined after the closing of the Arrangement. Therefore, it is likely that the purchase price, including share consideration, and the fair values of assets acquired and liabilities assumed will vary materially from the values shown above. The actual fair value of the assets and liabilities may differ materially from the amounts disclosed above in the assumed pro forma purchase price allocation and may result in

goodwill or a gain on bargain purchase due to changes in fair values, as further analysis is completed.

5. PRO FORMA ASSUMPTIONS AND ADJUSTMENTS

The unaudited pro forma consolidated financial statements reflect the following assumptions and adjustments to give effect to the combination, as if the Arrangement had occurred on December 31, 2017 for consolidated balance sheet items and January 1, 2017 for consolidated statement of net loss and comprehensive loss. Assumptions and adjustments made are as follows:

a) An adjustment to reflect the issuance of 110,346,414 Leagold common shares at a price of CAD$2.6194 for proceeds of $231 million to Brio, based on a CAD/USD exchange rate of 1.2518;
b) An adjustment to reflect the issuance of 46,716,650 Leagold Warrants with an exercise price of CAD$3.70 being issued as part of the consideration for the Arrangement. The Leagold Warrants are valued at $7 million based on the Black Scholes valuation model using the following variables: 2.2% discount rate; 30% volatility; 2 year term; CAD/USD exchange rate of 1.2518.
c) The excess of carrying values of net assets over purchase consideration of Brio in the amount of $174 million has been assigned to mining interests;
d) Equity balances of Brio have been eliminated;
e) An adjustment to reflect the depreciation and depletion adjustment based on the fair value adjustment on the mining interests acquired based on management's estimate of reserves;
f) An adjustment to account for the tax impact of the pro forma adjustments using a tax rate of 34% based on the estimated tax rate enacted at period end in Brazil.
g) To account for the impact of the $15 million in transaction costs relating to the Arrangement on the Company's pro forma financial position. There is no impact on the pro forma net loss with respect to the transaction costs as these costs will not have a continuing impact on the combined entity.
h) Brio's $75 million senior debt credit facility includes an Event of Default that arises upon the occurrence of "change of control". The Arrangement constitutes a "change of control". The adjustment reclassifies Brio's outstanding debt under the senior debt credit facility as short term as there is no certainty at this time that the Event of Default will be waived or amended by the lenders party to the senior debt credit facility.
i) The book value of inventory is assumed to be equal to its fair value as at December 31, 2017, therefore no adjustment has been made.
j) The values of the reclamation and closure obligations are assumed to be equal to their fair values as at December 31, 2017, therefore no adjustment has been made.
k) Pursuant to the Arrangement, all 1,159,020 Brio share options will be converted to Leagold share options using an Adjusted Exchange Factor of 0.949 for a Leagold share option for each Brio share option outstanding.
l) Pursuant to the Arrangement, 1,959,690 common shares of Leagold will be issued in exchange using an Adjusted Exchange Factor of 0.949 for certain RSUs, DSUs and a partial severance payment.
m) Management notes that Brio applies the principles of hedge accounting contained in IAS 39 to account for its currency and commodity contracts. Management is still assessing the impact of these contracts and respective accounting treatments, therefore, no adjustments have been included in the proforma statement of net loss and comprehensive loss.

6. PRO FORMA INCOME TAXES

Current tax expense includes the expected tax payable on the taxable income for the period. Amounts were calculated using rates enacted or substantively enacted at period end.

7. PRO FORMA SHARE CAPITAL

	December 31, 2017	
	Number (000's)	Amount
Leagold common shares outstanding	151,317	$ 268,777
Leagold common shares issued under the Acquisition	110,346	230,901
Pro forma share capital	**261,663**	**$ 499,678**

8. PRO FORMA BASIC AND DILUTED LOSS PER SHARE

For the purposes of the unaudited pro forma consolidated financial statements, the loss per share has been calculated using the weighted average number of shares which would have been outstanding as at December 31, 2017, after giving effect to the Arrangement described in note 4 as if it had occurred on January 1, 2017.

	For the year ended December 31, 2017	
Leagold actual weighted average common shares outstanding (000's)		114,589
Leagold common shares issued under the Acquisition		110,346
Pro forma weighted average Leagold common shares outstanding (000's) - Basic		**224,935**
Pro forma weighted average Leagold common shares outstanding (000's) - Diluted		**224,935**
Pro forma loss attributable to common shareholders	$	(16,706)
Pro forma loss per share - basic	**$**	**(0.07)**
Pro forma loss per share - diluted	**$**	**(0.07)**

9. CONSOLIDATED STATEMENT OF NET LOSS AND COMPREHENSIVE LOSS

	Leagold Mining Corporation	Los Filos	**Pro Forma Consolidated**
	For the year ended December 31, 2017	For the period from January 1, 2017 to April 7, 2017	**For the year ended December 31, 2017**
Revenues	$ 193,694	$ 50,744	**$ 244,438**
Mining operating costs			
Cost of sales	148,330	36,942	**185,272**
Depreciation and depletion	16,859	5,914	**22,773**
Royalties	994	254	**1,248**
	166,183	43,110	**209,293**
Earnings from mine operations	**27,511**	**7,634**	**35,145**
Exploration and evaluation costs	(119)	(1,047)	**(1,166)**
Share-based payments	(10,181)	-	**(10,181)**
General and adminstration	(8,139)	-	**(8,139)**
Transaction costs	(7,675)	-	**(7,675)**
Earnings from operations	**1,397**	**6,587**	**7,984**
Finance and accretion expense	(11,961)	(412)	**(12,373)**
Foreign exchange loss	(260)	-	**(260)**
Other expenses	553	-	**553**
(Loss)/earnings before income taxes	**(10,271)**	**6,175**	**(4,096)**
Income tax recovery	2,746	-	**2,746**
Net (loss)/earnings	**(7,525)**	**6,175**	**(1,350)**