



Three Bentall Centre
Suite 3100, PO Box 49143
595 Burrard Street
Vancouver, British Columbia V7X 1J1

2015	Notice of Annual General and Special Meeting of Shareholders
ANNUAL GENERAL	Management Information Circular
AND SPECIAL	Form of Proxy
MEETING	Audited Financial Statements and Notes Thereto
	Annual Financial Statement Request Form
Place:	Spanish Ballroom Rosewood Hotel Georgia 801 West Georgia Street Vancouver, British Columbia
Time:	2:00 p.m. (Vancouver time)
Date:	June 12, 2015

These materials are important and require your immediate attention. If you have questions or require assistance with voting your shares you may contact B2Gold's proxy solicitation agent:

Laurel Hill Advisory Group
North American Toll-Free Number: 1-877-452-7184
Collect Calls Outside North America: 416-304-0211
Email: assistance@laurelhill.com

B2GOLD CORP.

CORPORATE DATA

Head Office

Suite 3100, Three Bentall Centre
595 Burrard Street, PO Box 49143
Vancouver, British Columbia V7X 1J1

Directors and Officers

Robert Cross – Chairman and Director
Robert Gayton – Director
Barry Rayment – Director
Jerry Korpan – Director
John Ivany – Director
Bongani Mtshisi – Director
Mark Connelly – Director
Kevin Bullock – Director

Clive Johnson – Chief Executive Officer, President and Director
Roger Richer – Executive Vice President, General Counsel and Secretary
Mike Cinnamond – Senior Vice President Finance and Chief Financial Officer
Tom Garagan – Senior Vice President Exploration
Dennis Stansbury – Senior Vice President Engineering and Project Evaluations
Ian MacLean – Vice President Investor Relations
William Lytle – Vice President, Africa
Dale Craig – Vice President Operations
Eduard Bartz – Vice President Taxation and External Reporting
Brian Scott – Vice President Geology and Technical Services
Hugh MacKinnon – Vice President Geology
John Rajala – Vice President Metallurgy
Kerry Suffolk – Treasurer
Dana Rogers – Group Financial Controller

Registrar and Transfer Agent

Computershare Investor Services Inc.
2nd Floor, 510 Burrard Street
Vancouver, British Columbia V6C 3B9

Computershare Investor Services Inc.
8th Floor, 100 University Avenue
Toronto, Ontario M5J 2Y1

Legal Counsel

Lawson Lundell LLP
1600 – 925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Auditor

PricewaterhouseCoopers LLP, Chartered Accountants
Suite 200, 250 Howe Street
Vancouver, British Columbia V7Y 1L3

Listing

Toronto Stock Exchange: Symbol “BTO”
NYSE MKT: Symbol “BTG”
Namibian Stock Exchange: Symbol “B2G”

B2GOLD CORP.
NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
to be held on June 12, 2015

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting (the “Meeting”) of the Shareholders of **B2GOLD CORP.** (the “Company”) will be held in the Spanish Ballroom, Rosewood Hotel Georgia, 801 West Georgia Street, Vancouver, British Columbia on Friday, June 12, 2015 at 2:00 p.m. (Vancouver time) for the following purposes:

1. To receive and consider the consolidated financial statements for the fiscal year ended December 31, 2014, together with the auditor’s report thereon.
2. To set the number of Directors of the Company at eight.
3. To elect Directors of the Company for the ensuing year.
4. To appoint the Auditor of the Company for the ensuing year and to authorize the Directors to fix the remuneration to be paid to the Auditor.
5. To approve an amendment to the stock option plan of the Company.
6. To approve an amendment to the restricted share unit plan of the Company.
7. To transact such other business as may properly come before the Meeting, or any adjournment or adjournments thereof.

The Board of Directors has fixed the close of business on May 6, 2015 as the record date for determining shareholders who are entitled to receive notice and to vote at the Meeting. No person who becomes a shareholder of the Company after the record date will be entitled to vote or act at the Meeting or any adjournment thereof.

Accompanying this Notice of Meeting are: (i) the consolidated financial statements of the Company for the fiscal year ended December 31, 2014, together with the auditor’s report thereon, and the related management’s discussion and analysis; (ii) the management information circular; (iii) a form of proxy; and (iv) an annual financial statement request form.

The accompanying management information circular provides information relating to the matters to be addressed at the Meeting and is deemed to form part of this Notice. Copies of any documents to be considered, approved, ratified and adopted or authorized at the Meeting will be available for inspection at the registered and records office of the Company at 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2, during normal business hours up to June 12, 2015, being the date of the Meeting, as well as at the Meeting.

If you are a registered shareholder and are unable to attend the Meeting in person, in order for your proxy to be valid and your votes to be counted, you must date, execute and return the accompanying form of proxy to the Company, c/o Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 (Attn: Proxy Department), by not later than 2:00 p.m. (Vancouver time) on Wednesday, June 10, 2015, or if the Meeting is adjourned, not later than 48 hours (excluding Saturdays and holidays) before the time for holding the adjourned meeting.

If you are a non-registered shareholder and receive these materials through your broker or another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or other intermediary. If you are a non-registered shareholder and do not complete and return the materials in accordance with such instructions, you may lose the right to vote at the Meeting.

If you have any questions or require assistance in voting your proxy, please contact our proxy solicitation agent, Laurel Hill Advisory Group, at 1-877-452-7184 toll free in North America, or call collect outside North America at 416-304-0211 or by e-mail at assistance@laurelhill.com.

DATED at Vancouver, British Columbia, this 8th day of May, 2015.

BY ORDER OF THE BOARD

“Clive Johnson”

Clive Johnson
President, Chief Executive Officer
and Director

**B2GOLD CORP.
INFORMATION CIRCULAR**

Dated as of May 8, 2015

SOLICITATION OF PROXIES

This management information circular (the “Information Circular”) is furnished in connection with the solicitation of proxies by the management of B2Gold Corp. (the “Company”) for use at the **Annual General and Special Meeting of shareholders of the Company to be held on June 12, 2015** (the “Meeting”) at 2:00 p.m. (Vancouver time) in the Spanish Ballroom, Rosewood Hotel Georgia, 801 West Georgia Street, Vancouver, British Columbia or at any adjournment thereof for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone by the directors, officers and regular employees of the Company at a nominal cost to the Company.

Laurel Hill is acting as the Company’s proxy solicitation agent. If you have any questions or require assistance in voting your proxy, please contact Laurel Hill Advisory Group at 1-877-452-7184 toll free in North America, or call collect outside North America at 416-304-0211 or by e-mail at assistance@laurehill.com. The Company will be paying Laurel Hill a fee of approximately C\$32,500 plus expenses.

The cost of solicitation will be borne by the Company. Except as required by statute, regulation or policy thereunder, the Company does not reimburse shareholders, nominees or agents (including brokers holding shares on behalf of clients) for the cost incurred in obtaining from their principals authorization to execute each form of proxy.

The contents and the sending of this Information Circular have been approved by the Directors of the Company. The Company reports in United States dollars. All references to “C\$”, “\$” or “dollars” in this Information Circular refer to Canadian dollars unless otherwise indicated. References to “US\$” or “U.S. dollars” are used to indicate United States dollar values.

VOTING BY PROXIES

The form of proxy accompanying this Information Circular confers discretionary authority upon the proxy nominee with respect to any amendments or variations to matters identified in the Notice of Meeting and any other matters that may properly come before the Meeting. As at the date of this Information Circular, management is not aware of any such amendments or variations, or of other matters to be presented for action at the Meeting.

If the instructions in a proxy given to the proxy nominee are certain, the common shares represented by proxy will be voted or withheld from voting in accordance with the instructions of the shareholder on any poll as specified in the proxy with respect to the matter to be acted on. **If a choice is not so specified with respect to any such matter, the common shares represented by a proxy given to the proxy nominee will be voted in favour of the resolutions referred to in the form of proxy accompanying this Information Circular and for the election of the nominees of management for Directors and for the appointment of the Auditor. A shareholder has the right to appoint a person (who need not be a shareholder) to attend and act for him or her and on his or her behalf at the Meeting other than the persons designated in the form of proxy and may exercise such right by inserting the name in full of the desired person in the blank space provided in the form of proxy and striking out the names now designated.**

A proxy will not be valid unless it is signed by the registered shareholder, or by the registered shareholder’s attorney with proof that they are authorized to sign. If you represent a registered shareholder that is a corporation or an association, your proxy should have the seal of the corporation or association, and must be executed by an officer or an attorney who has written authorization. If you execute a proxy as an attorney for an individual registered shareholder, or as an officer or attorney of a registered shareholder that is a corporation or association, you must include the original or notarized copy of the written authorization for the officer or attorney with your proxy form.

If you are voting by proxy, send your completed proxy by fax or mail to the Company’s transfer agent, Computershare Investor Services Inc. (“Computershare”) at 8th Floor, 100 University Avenue, Toronto, Ontario, Canada M5J 2Y1, or by fax at 1-866-249-7775 in Canada and the United States and 001-416-263-9524 outside of

Canada and the United States. You may also vote on the internet or by phone by following the instructions set out in the form of proxy. Computershare must receive your proxy by 2:00 p.m. (Vancouver time) on June 10, 2015, or two business days before the Meeting is reconvened if the Meeting is adjourned. **Late proxies may be accepted by the Chairman of the Meeting in his discretion, and the Chairman is under no obligation to accept or reject any particular late proxy.**

If you have any questions or require assistance in voting, please contact our proxy solicitation agent, Laurel Hill Advisory Group, at 1-877-452-7184 toll free in North America, or call collect outside North America at 416-304-0211 or by e-mail at assistance@laurelhill.com.

REVOCABILITY OF PROXIES

In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it by an instrument in writing executed by the shareholder or by his or her attorney authorized in writing or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation. To be valid, an instrument of revocation must be received by the registered office of the Company by fax at (604) 669-1620, by mail or by hand at Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2, at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof, or provided to the Chairman of the Meeting on the day fixed for the Meeting or any adjournment thereof by not later than the time fixed for commencement of such Meeting. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

Only registered shareholders have the right to revoke a proxy. Non-registered shareholders can change their vote by contacting your intermediary right away so they have enough time prior to the Meeting to arrange to change the vote and, if necessary, revoke the proxy.

INFORMATION FOR NON-REGISTERED SHAREHOLDERS

The information set forth in this section is of significant importance to many shareholders of the Company as a substantial number of shareholders do not hold their common shares in their own names.

This Information Circular and the accompanying materials are being sent to registered shareholders and non-registered shareholders, that is shareholders of the Company who hold common shares through a broker, agent, nominee or other intermediary (collectively, the “Beneficial Shareholders”). Beneficial Shareholders should note that only proxies deposited by shareholders whose names appear on the share register of the Company will be recognized and acted upon at the Meeting. If common shares are listed in an account statement provided to a shareholder by a broker, then, in almost all cases, those common shares will not be registered in the shareholder’s name on the records of the Company. Such common shares will more likely be registered under the name of an intermediary, typically the shareholder’s broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc.), which company acts as a nominee for many Canadian brokerage firms. Common shares held by brokers (or their agents or nominees) on behalf of a broker’s client may only be voted (for or against resolutions) in accordance with instructions received from the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for Beneficial Shareholders.

Additional Information for Beneficial Holders

Beneficial Shareholders fall into two categories – those who object to their identity being known to the issuers of securities which they own (“Objecting Beneficial Owners”, or “OBOs”) and those who do not object to their identity being made known to the issuers of the securities they own (“Non-Objecting Beneficial Owners”, or “NOBOs”). Subject to the provisions of National Instrument 54-101, Communication with Beneficial Owners of Securities of a Reporting Issuer (“NI 54-101”), issuers may request and obtain a list of their NOBOs from intermediaries via their transfer agent, or Broadridge Financial Services.

Securities regulatory policies require brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders’ meetings. Each broker or intermediary has its own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in

order to ensure that their common shares are voted at the Meeting. Often the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided by the Company to the registered shareholders. However, its purpose is limited to instructing the registered shareholder (i.e. the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder.

Pursuant to NI 54-101, issuers may obtain and use the NOBO list for distribution of proxy-related materials directly to such NOBOs. If you are a Beneficial Shareholder, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of common shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the common shares on your behalf.

The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("Broadridge"). Broadridge typically prepares a machine-readable voting instruction form, mails those forms to the Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of common shares to be represented at the Meeting.

B2Gold may utilize the Broadridge QuickVote™ service to assist shareholders with voting their shares. NOBOs may be contacted by Laurel Hill to conveniently obtain a vote directly over the telephone.

A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote common shares directly at the Meeting. The voting instruction form must be returned to Broadridge (or instructions respecting the voting of common shares must be communicated to Broadridge) well in advance of the Meeting in order to have the common shares voted at the Meeting on your behalf.

Accordingly, each Beneficial Shareholder should:

- (a) carefully review the voting information form and voting procedures that the shareholder's broker, agent, nominee or other intermediary has furnished with this Information Circular; and**
- (b) provide instructions as to the voting of the shareholder's common shares in accordance with those voting procedures.**

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of his or her broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered shareholder and vote the common shares in that capacity. **Beneficial shareholders who wish to attend the Meeting and indirectly vote their common shares as proxyholder for the registered shareholder should enter their own names in the blank space on the voting instruction form provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.** Beneficial Shareholders who have questions or concerns regarding any of these procedures may also contact their broker, agent, nominee or other intermediary. It is recommended that inquiries of this kind be made well in advance of the Meeting.

All references to shareholders in this Information Circular and the accompanying form of proxy and Notice of Meeting are to shareholders of record unless specifically stated otherwise.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The board of directors of the Company (the "Board" or the "Board of Directors") has fixed May 6, 2015 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment thereof. As at May 6, 2015, 925,076,513 common shares in the capital of the Company were issued and outstanding. Each common share outstanding on the record date carries the right to one vote. The Company will arrange for the preparation of a list of the holders of its common shares on such record date. Each shareholder named in the list will be entitled to one vote at the Meeting for each common share shown opposite such shareholder's name.

Under the Company's Articles, the quorum for the transaction of business at the Meeting is two persons present in person, each being a shareholder entitled to vote at the Meeting or a duly appointed proxyholder or representative for shareholder so entitled, representing at least 5% of the issued and outstanding common shares of the Company entitled to be voted at the Meeting.

To the knowledge of the Directors and senior officers of the Company, and based upon the Company's review of the records maintained by Computershare, electronic filings with the System for Electronic Document Analysis and Retrieval ("SEDAR") and insider reports filed with the System for Electronic Disclosure by Insiders, as at May 6, 2015, only the following shareholder beneficially owns, controls or directs, directly or indirectly, common shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company.

Name of Shareholder	Number of Shares	Percentage
Fidelity ⁽¹⁾	121,142,719	13.1%

Note:

- (1) The common shares reflected in the table above are held by Fidelity through Fidelity Management & Research Company, Pyramis Global Advisors, LLC, Pyramis Global Advisors Trust Company, Strategic Advisors Incorporated, FIL Limited, Crosby Advisors LLC, and Fidelity SelectCo, LLC.

ELECTION OF DIRECTORS

The Articles of the Company provide that the number of directors to be elected will be the number determined by ordinary resolution. The Board of Directors presently consists of nine directors, eight of whom are being proposed for re-election at the Meeting. Accordingly, the Board of Directors is recommending that the number of directors of the Company be set at eight. Each of the eight persons whose name appears below is proposed by the Board of Directors to be nominated for election as a director of the Company to serve until the next annual general meeting of the Company or until he sooner ceases to hold office.

Majority Voting for Directors

The Company has adopted a policy ("Majority Voting Policy") that requires any nominee for election as a director who receives a greater number of votes "withheld" than votes "for" to tender his or her resignation to the Chair of the Board of Directors promptly following the Meeting. The Corporate Governance and Nominating Committee will consider the resignation and make a recommendation to the Board. The Board of Directors will make its final decision and announce the decision in a news release within 90 days following the Meeting. The applicable director will not participate in any deliberations regarding the resignation offer. This policy does not apply if there is a contested director election.

Nominees

The persons named below will be presented for election at the Meeting as management's nominees and the persons named in the accompanying form of proxy intend to vote for the election of these nominees. Each Director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company, or with the provisions of the *Business Corporations Act* (British Columbia) ("BCBCA"). Management does not contemplate that any of the proposed nominees will be unable to serve as a director; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **the common shares represented by properly executed proxies given in favour of management's nominee(s) may be voted by the person designated by management of the Company in the enclosed form of proxy, in their discretion, in favour of another nominee.**

The following table, including the notes thereto, sets forth information with respect to each person proposed to be nominated for election as a director, including their municipality, province or state and country of residence, position with the Company, their present and past principal occupation or employment for the past five years, the

date of first appointment as a director and the number of common shares of the Company beneficially owned, or controlled or directed, directly or indirectly, by such person as at the date of this Information Circular.

Name, Position, Province/State and Country of Residence⁽¹⁾	Principal Occupation and Occupation During the Past 5 Years⁽¹⁾	Director Since	Number of Shares Beneficially Owned, Controlled or Directed⁽²⁾
Clive Johnson, Director, President & Chief Executive Officer ⁽⁷⁾ British Columbia, Canada	President & Chief Executive Officer of the Company; formerly the Chairman, President & Chief Executive Officer of Bema Gold Corporation	December 17, 2006	7,287,108 ⁽³⁾
Robert Cross, Director, Chairman ⁽⁵⁾⁽⁶⁾ British Columbia, Canada	Serves as independent director and, in some cases, non-executive Chairman of public companies, principally in the resource sector	October 22, 2007	1,871,660
Robert Gayton, Director ⁽⁴⁾⁽⁵⁾ British Columbia, Canada	Consultant to various public companies since 1987; formerly Vice President of Finance with Western Silver Corporation from 1995 to 2004	October 22, 2007	453,000
Barry Rayment, Director ⁽⁴⁾⁽⁵⁾⁽⁷⁾ California, USA	Mining industry consultant; formerly President of Mining Assets Corporation from 1993 to 2010	October 22, 2007	800,000 ⁽⁸⁾
Jerry Korpan, Director ⁽⁷⁾ London, England	Director of public mining companies; formerly Managing Director of Yorkton Securities in London, England	November 20, 2007	1,900,000
Bongani Mtshisi, Director Johannesburg, South Africa	CEO of BSC Resources Ltd. from October 2005 to present	December 22, 2011	22,800
Kevin Bullock, Director Ontario, Canada	Mining Industry Consultant, formerly President and CEO of Volta Resources Inc.	December 22, 2013	161,739
Mark Connelly, Director Perth, Australia	Director of several public mining companies; formerly Managing Director of Papillon Resources Limited in Perth, Australia	October 3, 2014	1,372,000

Notes:

- (1) The information as to the residency and principal occupation, not being within the knowledge of the Company, has been furnished by the respective Directors individually.
- (2) The information as to common shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company, has been furnished by the respective Directors individually.
- (3) In addition to the common shares of the Company held by Clive Johnson as noted in the table above, Mr. Johnson is also a trustee of the B2Gold Incentive Plan that holds 2,705,000 common shares of the Company. The common shares are held pursuant to a declaration of trust dated June 29, 2007 between the Company and the trustees, which was established, prior to the Company becoming a reporting issuer, to hold common shares of the Company purchased by the trustees to be allocated to directors, officers, employees and service providers of the Company as determined by the trustees. See Footnote 2 to the table of Shareholdings of Directors and Executive Officers below.
- (4) Member of the Audit Committee.
- (5) Member of the Compensation Committee.
- (6) Member of the Corporate Governance and Nominating Committee.
- (7) Member of the Health, Safety, Environmental & Social Committee.
- (8) 600,000 Common Shares are held through the Barry D. Rayment and Celia M. Rayment Trust, of which Mr. Rayment is a trustee.

Shareholdings of Directors and Executive Officers

As at the date of this Information Circular, the Directors of the Company, as a group, beneficially owned, or controlled or directed, directly or indirectly, 14,668,307 common shares, representing approximately 1.6% of the issued and outstanding common shares of the Company. The executive officers of the Company as set out below, as a group, beneficially owned, or controlled or directed, directly or indirectly, 19,988,639 common shares, representing approximately 2.2% of the issued and outstanding common shares of the Company.

Name	Position with the Company	Number of Shares Beneficially Owned, Controlled or Directed ⁽¹⁾
Clive Johnson	President, Chief Executive Officer and Director	7,287,108 ⁽²⁾
Mike Cinnamond	Senior Vice President of Finance and Chief Financial Officer	156,871
Roger Richer	Executive Vice President, General Counsel and Secretary	4,000,000 ⁽²⁾
Tom Garagan	Senior Vice President of Exploration	4,512,367 ⁽²⁾
Dennis Stansbury	Senior Vice President Engineering and Project Evaluations	4,032,293

Notes:

- (1) The information as to common shares beneficially owned, or controlled or directed, directly or indirectly, not being within the knowledge of the Company, has been furnished by the respective executive officers individually.
- (2) Messrs. Johnson, Richer and Garagan were founders of the Company and are trustees of the B2Gold Incentive Plan (the "Trustees") that holds 2,705,000 common shares of the Company. The number of common shares beneficially owned, or controlled or directed, directly or indirectly by each of Messrs. Johnson, Richer and Garagan as set forth in the table above does not include 676,250 common shares (an aggregate of 2,705,000 common shares) that are held pursuant to a declaration of trust dated June 29, 2007 between the Company and the Trustees, which was established, prior to the Company becoming a reporting issuer, to hold common shares of the Company purchased by the Trustees to be allocated to directors, officers, employees and service providers of the Company as determined by the Trustees.

Cease Trade Orders or Bankruptcies

No proposed director:

- (a) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company), that:
 - (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, and in each case that was in effect for a period of more than 30 consecutive days (collectively, an "Order"), that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (ii) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that, while that person was acting in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings,

arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or shareholder.

The foregoing information, not being within the knowledge of the Company, has been furnished by the respective directors, officers and shareholders holding a sufficient number of securities of the Company to affect materially control of the Company.

Penalties or Sanctions

No proposed director has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

The foregoing information, not being within the knowledge of the Company, has been furnished by the respective directors.

APPOINTMENT OF AUDITOR

Management of the Company will propose the appointment of PricewaterhouseCoopers LLP, Chartered Accountants, as Auditor of the Company to hold office until the next annual meeting of the Company and will also propose that the Directors of the Company be authorized to fix the remuneration to be paid to the Auditor.

PricewaterhouseCoopers LLP were first appointed Auditor of the Company on September 18, 2007. **Unless otherwise instructed, the persons named in the accompanying proxy intend to vote FOR the appointment of PricewaterhouseCoopers LLP, Chartered Accountants, as Auditor of the Company, and to authorize the Directors of the Company to fix their remuneration.**

APPROVAL OF THE AMENDMENT TO THE STOCK OPTION PLAN

In 2007, the Company adopted a stock option plan (the “Plan”) for the benefit of officers, directors, employees and consultants of the Company and any associated, affiliated, controlled or subsidiary company. The purpose of the Plan is to provide eligible persons with an opportunity to purchase common shares and to benefit from the appreciation in the value of such common shares. The Plan increases the Company’s ability to attract individuals of exceptional skill by providing them with the opportunity, through the exercise of stock options, to benefit from the growth of the Company.

In 2010 the Company amended and restated the Plan (the “2010 Plan”), which 2010 Plan was approved by the shareholders on June 25, 2010. The Board of Directors approved an amendment and restatement of the 2010 Plan on May 6, 2011 (the “2011 Plan”), which 2011 Plan was approved by the shareholders on June 10, 2011. The Board of Directors approved an amendment and restatement of the 2011 Plan on May 14, 2014 (the “2014 Plan”), which 2014 Plan was approved by the shareholders on June 13, 2014.

The Board of Directors approved an amendment to the 2014 Plan on May 7, 2015 (the “Amended Plan”), subject to the receipt of shareholder and regulatory approvals. The Company is required to seek shareholder approval for the amendments to the 2014 Plan that are being effected pursuant to the Amended Plan as described below under “*Approval Required for Proposed Amendment and Restatement of the 2014 Plan*”.

The Amended Plan is a rolling stock option plan. The maximum number of common shares issuable pursuant to the Amended Plan is a number equal to 8.5% of the number of issued and outstanding common shares on a non-diluted basis at any time. As of May 8, 2015, there were 57,701,080 stock options issued and outstanding under the 2014 Plan, representing approximately 6.2% of the Company’s issued and outstanding share capital. Under the Amended Plan, and taking into account the presently issued stock options, together with:

- (i) the 4,164,313¹ options to purchase common shares that remain outstanding from the acquisition of Auryx Gold Corp. and Volta Resources Inc., representing approximately 0.45% of the Company's issued and outstanding share capital;
- (ii) the 5,514,459 RSUs that will be available for grant under the RSU Plan, representing approximately 0.60% of the Company's issued and outstanding share capital (assuming the amendments to the RSU Plan are approved (see "*Approval Of The Amendment To The Restricted Share Unit Plan*", below)); and
- (iii) the 3,121,025 RSUs that have been granted and remain outstanding under the RSU Plan (which does not include the 6,364,516 RSUs which were issued and have been redeemed), representing approximately 0.34% of the Company's issued and outstanding share capital;

8,130,626 common shares would be available for future stock option awards, representing approximately 0.88% of the Company's issued and outstanding share capital.

The full text of the Amended Plan is attached to this Information Circular as Schedule A. The summary of the Amended Plan set forth below is subject to and qualified in its entirety by the provisions of such plan. Reference should be made to the provisions of the Amended Plan with respect to any particular provision described below.

If the Amended Plan is approved by the Company's shareholders, such plan would amend the 2014 Plan as follows:

- The maximum number of common shares issuable pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, will be a number equal to 8.5% of the total number issued and outstanding common shares on a non-diluted basis at any time (presently 7.5% in the 2014 Plan).
- The maximum number of common shares issuable to insiders pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, shall not exceed 8.5% of the total number of issued and outstanding common shares on a non-diluted basis at the time of the grant (presently 7.5% in the 2014 Plan).
- The maximum number of common shares issuable to insiders within any one-year period pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, shall not exceed 8.5% of the total number of issued and outstanding common shares on a non-diluted basis (presently 7.5% in the 2014 Plan).

The increased number of stock options and restricted share units available under the Amended Plan and the Amended RSU Plan (as described below) will allow the Company to continue to attract, motivate and retain high calibre employees. As of the date of this Information Circular, of the 57,701,080 stock options issued and outstanding under the current 2014 Plan, 5,900,000 stock options, representing approximately 10% of the outstanding stock options of the Company, were issued to the Named Executive Officers. The remainder of the Company's currently issued and outstanding stock options are held by over 630 employees of the Company. The continued use of stock options and restricted share units made available by the Amended Plan and the Amended RSU Plan would allow the Company to:

¹ As of the date of this Information Circular, a total of 2,474,563 options granted to former holders of Auryx Gold stock options in connection with the Company's acquisition of Auryx Gold Corp. remain outstanding, with a weighted average exercise price of \$2.50. As of the date of this Information Circular, a total of 1,689,750 options granted to former holders of Volta Resources stock options in connection with the Company's acquisition of Volta Resources Inc. remain outstanding, at a weighted average exercise price of \$6.66.

- attract highly qualified executive officers and employees;
- retain and incentivize the B2Gold team; and
- further align the interests of B2Gold executives and employees with the Company's shareholders by having stock options and restricted share units form a component of their compensation.

Unlike many other mining companies, B2Gold uses its own in-house personnel for technical due diligence and in-house construction management team to build the Company's mines. The Company's technical team, made up of exploration, permitting, construction and mining experts, is the core strength of the Company and has allowed B2Gold to continue to be successful even in challenging market conditions. Having a qualified, dedicated and motivated team has enabled the Company to:

- complete construction of the Otjikoto Mine on budget (at a cost of approximately \$300,000,000) and ahead of schedule (an overall completion time of just 22 months);
- maintain B2Gold's reputation as a fast growing gold producer;
- forecast a production increase from approximately 380,000 ounces of gold in 2014 to approximately 900,000 ounces of gold in 2018 (see the Company's press release dated April 15, 2015);
- continue to build a sustainable low operating cost and low all-in sustaining cost business with the addition of production from the Otjikoto mine and anticipated production from the Fekola Gold Project (slated to commence production in late-2017, based on current assumptions); and
- continue to acquire accretive gold projects, such as the Company's recent acquisition of the Fekola Gold Project in connection with the acquisition of Papillon Resources Limited.

The following provisions of the 2014 Plan will remain unamended:

- (a) the eligible participants are any director, officer, employee, or consultant of the Company or any of its associated, affiliated, controlled or subsidiary companies;
- (b) the maximum number of common shares issuable to a non-employee director, pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, will not exceed 1% of the total number of issued and outstanding common shares on a non-diluted basis at the time of grant and will not exceed a value of \$100,000 (based on the fair value of the options at the time of grant) per non-employee director per calendar year.
- (c) the Board of Directors of the Company, absent prior approval of the shareholders of the Company and the TSX or any regulatory body having authority over the Company, will not be entitled to amend an option grant to effectively reduce the exercise price or extend the expiry date of such options.
- (d) the maximum number of common shares issuable to any one individual within any one-year period pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, shall not exceed 5% of the total number of issued and outstanding common shares on a non-diluted basis;
- (e) the maximum number of common shares issuable to non-employee directors, as a group, pursuant to the Amended Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, shall not exceed 1% of the total number of issued and outstanding common shares on a non-diluted basis at the time of the grant;

- (f) the vesting period of all options shall be determined by the Board of Directors;
- (g) options may be exercisable for a period of up to a maximum term of ten years from the grant date, such period to be determined by the Board of Directors and the options are non-transferable and non-assignable;
- (h) the Board of Directors shall fix the exercise price of each option at the time the option is granted, provided that such exercise price is not less than the closing market price on the day immediately preceding the grant date of such options or such other minimum price as may be required by the TSX;
- (i) options held by optionees who are terminated without cause are subject to an accelerated expiry term for those options which requires that options held by those individuals expire on the earlier of: (i) the original expiry term of such options; (ii) 90 days after the optionee ceases active employment with the Company; (iii) 90 days after the date of delivery of written notice of retirement, resignation or termination; or (iv) the expiration date fixed by the Board of Directors;
- (j) options held by an individual who ceases to be employed by the Company for cause or is removed from office or becomes disqualified from being a director will terminate immediately;
- (k) in the event that the expiry date of an option falls within a “black-out period” (a period during which certain persons cannot trade common shares pursuant to a policy of the Company respecting restrictions on trading), or immediately following a black-out period, the expiration date is automatically extended to the date which is the tenth business day after the end of the black-out period;
- (l) in the event of death of an optionee, any option held as at the date of death is immediately exercisable for a period of 12 months after the date of death or prior to the expiry of the option term, whichever is sooner;
- (m) upon the announcement of a transaction which, if completed, would constitute a change of control of the Company and under which common shares of the Company are to be exchanged, acquired or otherwise disposed of, including a takeover bid, all options that have not vested will be deemed to be fully vested and exercisable, solely for the purposes of permitting the optionees to exercise such options in order to participate in the change of control transaction;
- (n) options that expire unexercised or are otherwise cancelled will be returned to the Amended Plan and may be made available for future option grant pursuant to the provisions of the Amended Plan;
- (o) the Board of Directors of the Company may, from time to time, subject to applicable law and prior approval, if required, of the TSX or any other applicable regulatory body, suspend, terminate, discontinue or make certain amendments to the Amended Plan or stock option outstanding under the Amended Plan without shareholder approval that (i) are amendments of a “housekeeping” nature; (ii) change the vesting provisions of the Amended Plan or any option; (iii) change the termination provisions of any option that does not entail an extension beyond the original expiration date (as such date may be extended as a result of a blackout period); and (iv) subject to the provisions of the Amended Plan, change the eligible participants of the Amended Plan; and
- (p) the Board of Directors of the Company, absent prior approval of the shareholders of the Company and the TSX or any regulatory body having authority of the Company, will not be entitled to: (i) increase the maximum percentage of common shares issuable by the Company pursuant to the Amended Plan; (ii) make a change to the class of eligible participants which would have the potential of broadening or increasing participation by insiders; (iii) add any form of financial assistance; or (iv) amend the Amended Plan to permit options to be transferable or assignable other than as provided by the Amended Plan.

Approval Required for Proposed Amendment and Restatement of the 2014 Plan

The resolution respecting the approval of the Amended Plan (the “Option Plan Resolution”) must be approved by a majority of the votes cast by the holders of common shares of the Company present or represented by proxy at the Meeting. The text of the Option Plan Resolution is set out below.

Resolution Approving Amendment and Restatement of the 2014 Plan

The Option Plan Resolution, which will be presented at the Meeting and, if deemed appropriate, adopted with or without variation, is as follows:

“IT IS RESOLVED THAT:

1. the proposed amendment to the 2014 Plan, as described in, and attached to, the management information circular dated May 8, 2015, is hereby ratified, confirmed and approved as the Company’s stock option plan effective June 12, 2015; and
2. any one director or officer of the Company is authorized and directed on behalf of the Company to execute all documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the foregoing provisions of this resolution.”

If the Option Plan Resolution described above is approved at the Meeting, the amendment and restatement of the 2014 Plan will take effect at the close of business on the date of the Meeting. If the Option Plan Resolution is not approved at the Meeting, the amendment will not become effective and the 2014 Plan will remain in effect.

The Board of Directors of the Company recommends that shareholders vote FOR the Option Plan Resolution. Unless otherwise instructed, common shares represented by proxies in favour of management will be voted FOR the Option Plan Resolution.

APPROVAL OF THE AMENDMENT TO THE RESTRICTED SHARE UNIT PLAN

In 2011, the Company adopted a restricted share unit plan (the “RSU Plan”), which RSU Plan was approved by the shareholders on June 10, 2011. The Board of Directors approved an amendment of the RSU Plan on May 14, 2014 (the “2014 RSU Plan”), which 2014 RSU Plan was approved by the shareholders on June 13, 2014.

The Board of Directors approved an amendment to the 2014 RSU Plan on May 7, 2015 (the “Amended RSU Plan”), subject to the receipt of shareholder and regulatory approvals.

If the Amended RSU Plan is approved by the Company’s shareholders, such plan would amend the 2014 RSU Plan as follows:

- The number of common shares issuable under the Amended RSU Plan would increase from 10,000,000 to 15,000,000, which would represent approximately 1.6% of the Company’s issued and outstanding share capital.
- The maximum number of common shares issuable to insiders, at any time, pursuant to the Amended RSU Plan, together with all of the Company’s other security based compensation arrangements, is 8.5% of the Company’s issued and outstanding common shares at any time.
- The maximum number of common shares issuable to insiders within any one year period pursuant to the Amended RSU Plan, together with all of the Company’s other security based compensation arrangements, is 8.5% of the Company’s issued and outstanding common shares at any time.

The Company is required to seek shareholder approval for the amendment to the 2014 RSU Plan that is being effected pursuant to the 2014 RSU Plan as described below under “*Approval Required for Proposed Amendment and Restatement of the 2014 RSU Plan*”. The full text of the proposed Amended RSU Plan is attached to this

Information Circular as Schedule B. The remaining provisions of the 2014 RSU Plan, which are set out below, will remain unamended in the Amended RSU Plan.

Description of the RSU Plan

The RSU Plan was adopted as part of the Company's continuing effort to build upon and enhance long term shareholder value. The RSU Plan reflects the Company's commitment to a long term incentive compensation structure that aligns the interests of its employees with the interests of its shareholders.

Restricted share units (the "RSUs") may be granted by the Company's Compensation Committee (for the purposes of this section, the "Committee"), which was appointed to administer the RSU Plan to directors, executive officers and employees of the Company (for the purposes of this section, "Designated Participants"). The Committee is entitled to exercise its discretion to restrict participation under the RSU Plan. Pursuant to the 2014 RSU Plan, 10,000,000 Common Shares are reserved for issuance. As at the date of this Circular, the Company has issued 9,485,541 RSUs under the RSU Plan, of which 6,364,516 have been redeemed for common shares of the Company and 3,121,025 remain outstanding. Accordingly, 514,459 RSUs remain available for grant under the 2014 RSU Plan.

The summary of the 2014 RSU Plan set forth below is subject to and qualified in its entirety by the provisions of such plan. Reference should be made to the provisions of the 2014 RSU Plan with respect to any particular provision described below.

Awarding RSUs

- The number of RSUs granted will be credited to the Designated Participant's account effective on the grant date.
- The Committee will credit a Designated Participant with additional RSUs equal to the aggregate amount of any dividends that would have been paid to the Designated Participant if the RSUs had been common shares, divided by the market value of the common shares on the date immediately preceding the date on which the common shares began to trade on an ex-dividend basis; provided that no fractional RSUs will be created thereby.
- The maximum number of common shares issuable to a non-employee director, pursuant to the 2014 RSU Plan, together with the common shares issuable pursuant to all of the Company's other previously established and outstanding or proposed security based compensation arrangements, in aggregate, will not exceed 1% of the total number of issued and outstanding common shares on a non-diluted basis at any time and will not exceed a value of \$100,000 (based on the fair value of the options at the time of grant) per non-employee director per calendar year.
- Any rights with respect to RSUs will not be transferable or assignable other than for normal estate settlement purposes.

Vesting

- Unless otherwise determined by the Compensation Committee, one third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the date that the RSUs are granted.
- In the event that a Designated Participant dies, retires, becomes disabled or is terminated without cause prior to the vesting of the RSUs, the Compensation Committee, in its sole discretion, will determine whether or not any or all of the RSUs or any dividend equivalent RSUs shall be considered to have vested.
- If a Designated Participant is terminated for cause or resigns without good reason, his or her RSUs will immediately expire as of the date of termination.

Redemption

- Once fully vested, each RSU entitles the holder, subject to the terms of the RSU Plan, to receive a payment of one fully-paid common share.

Change of Control

- If there is a corporate transaction that results in any person or group of persons acquiring more than 20% of the Company's outstanding common shares or substantially all of the Company's assets, or the incumbent members of the Board of Directors no longer constitute a majority of the board, a change of control will have occurred for the purposes of the 2014 RSU Plan.
- In the event of a change of control, for Designated Participants whose employment thereafter ceases for any reason other than resignation without good reason or termination for cause, the RSUs will immediately be deemed to vest and the Company shall, at its option, issue common shares or pay a cash amount equal to the market value of such vested RSUs to the Designated Participant.
- In the event of a change of control, should the person or group acquiring the common shares of the Company not agree to assume all of the obligations of the Company under the 2014 RSU Plan, all unvested RSUs held by Designated Participants will immediately be deemed to vest and the Company shall, at its option, issue common shares or pay a cash amount equal to the market value of such vested RSUs to the Designated Participant.

Amendment

- The Board may amend, suspend or terminate the 2014 RSU Plan at any time without shareholder approval, unless shareholder approval is required by law or by the rules, regulations and policies of the TSX, provided that, without the consent of a Designated Participant, such amendment, suspension or termination may not in any manner adversely affect the Designated Participant's rights.
- Subject to the terms of the 2014 RSU Plan, the Board may approve amendments relating to the 2014 RSU Plan, without obtaining shareholder approval, to the extent that such amendment:
 - is of a typographical, grammatical, clerical or administrative nature or is required to comply with applicable regulatory requirements;
 - is an amendment relating to administration of the 2014 RSU Plan and eligibility for participation under the 2014 RSU Plan;
 - changes the terms and conditions on which RSUs may be or have been granted pursuant to the 2014 RSU Plan, including change to the vesting provisions of the RSUs;
 - changes the termination provisions of an RSU or the 2014 RSU Plan; or
 - is an amendment of a "housekeeping nature".
- Shareholder approval will be required for the following:
 - increasing the number of securities issuable under the 2014 RSU Plan;
 - making a change to the class of Designated Participants that would have the potential of broadening or increasing participation by insiders;
 - amending the restriction on transferability of RSUs;

- permitting awards other than RSUs to be made under the 2014 RSU Plan; and
- deleting or reducing the amendments that require shareholders' approval under the 2014 RSU Plan.

Approval Required for Proposed Amendment of the 2014 RSU Plan

The resolution respecting the proposed amendment to the 2014 RSU Plan (the "RSU Plan Resolution") must be approved by a majority of the votes cast by the holders of common shares of the Company present or represented by proxy at the Meeting. The text of the 2014 RSU Plan Resolution is set out below.

Resolution Approving Amendment of the 2014 RSU Plan

The RSU Plan Resolution, which will be presented at the Meeting and, if deemed appropriate, adopted with or without variation, is as follows:

"IT IS RESOLVED THAT:

1. the proposed amendment of the 2014 RSU Plan, as described in, and attached to, the management information circular dated May 8, 2015, is hereby ratified, confirmed and approved; and
2. any one director or officer of the Company is authorized and directed on behalf of the Company to execute all documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the foregoing provisions of this resolution."

If the RSU Plan Resolution described above is approved at the Meeting, the amendment of the 2014 RSU Plan will take effect at the close of business on the date of the Meeting. If the RSU Plan Resolution is not approved at the Meeting, the amendment will not become effective and the 2014 RSU Plan will remain in effect.

The Board of Directors of the Company recommends that shareholders vote FOR the RSU Plan Resolution. Unless otherwise instructed, common shares represented by proxies in favour of management will be voted FOR the RSU Plan Resolution.

EXECUTIVE COMPENSATION

Named Executive Officers

Set out below are particulars of compensation paid to the following persons (the "Named Executive Officers"):

- (a) the Company's chief executive officer ("CEO");
- (b) the Company's chief financial officer ("CFO");
- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Company nor acting in a similar capacity at the end of that financial year.

As at December 31, 2014, the Company had seven Named Executive Officers: Clive Johnson, President and CEO; Michael Cinnamond, Senior Vice President Finance and CFO; Roger Richer, Executive Vice President, General Counsel and Secretary; Tom Garagan, Senior Vice President of Exploration; George Johnson, Senior Vice President of Operations; Dennis Stansbury, Senior Vice President of Engineering and Project Evaluations; and Mark Corra,

who served as the Senior Vice President Finance of the Company until April 14, 2014, and CFO of the Company until March 31, 2014.

The Company reports in United States dollars. However, all compensation awarded to, earned by, paid to, or payable to a Named Executive Officer is done so in Canadian dollars, unless otherwise stated.

Compensation Discussion & Analysis

Oversight of Compensation Program

The Compensation Committee of the Company's Board of Directors (the "Compensation Committee") is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations to the Board of Directors with respect to the compensation of the Company's executive officers. The Compensation Committee ensures that total compensation paid to all Named Executive Officers is fair, reasonable and competitive with the industry and is consistent with the Company's compensation philosophy.

The Compensation Committee is responsible for the review and assessment of compensation arrangements for the Company's executive officers and is authorized to approve terms of employment, salaries, bonuses, option grants and other incentive arrangements for the Company's executive officers, and, where appropriate, any severance arrangements.

The Compensation Committee periodically reviews the management development and succession program established by our management and the organizational structure for management of the Company's operations. The Compensation Committee reports to the Board of Directors on the committee's functions and on the results of its reviews and any recommendations.

The members of the Compensation Committee are Robert Cross, Robert Gayton and Barry Rayment, all of whom are considered independent for the purposes of National Instrument 58-101, Disclosure of Corporate Governance Practices ("NI 58-101"). All of the Compensation Committee members have significant experience with public companies and ongoing resource sector involvement. The skills and experience of each committee member that enable the Compensation Committee to make decisions on the suitability of the Company's compensation policies and practices are as follows:

Robert Cross

Mr. Cross currently serves as an independent director of the Company and is a member of the corporate governance committee and compensation committee of several public companies that operate in the resource sector. He has over 25 years of experience in this capacity and in the investment banking industry.

Robert Gayton

Mr. Gayton currently serves as an independent director of the Company and is a director of several public and private companies. He was previously the Vice President of Finance with Western Silver Corporation from 1995 to 2004. He is also a member of the audit committee and compensation committee of several resource-based public companies and has served in this capacity for over 15 years.

Barry Rayment

Dr. Rayment currently serves as an independent director of the Company, is a mining industry consultant and a director of a public exploration and mining company, and has over 40 years of experience as such. He is also a member of the aforementioned company's audit committee and compensation committee.

Compensation Philosophy and Objectives

Compensation plays an important role in achieving short and long-term business objectives that ultimately drive business success in alignment with long-term shareholder goals.

The Company's compensation philosophy is based on the following fundamental principles:

1. Compensation programs align with shareholder interests – the Company aligns the goals of executives with maximizing long term shareholder value;
2. Performance sensitive – compensation for executive officers should be linked to operating and market performance of the Company and fluctuate with the performance; and
3. Market competitive compensation – the compensation program should provide market competitive pay in terms of value and structure in order to retain existing employees who are performing according to their objectives and to attract new individuals of the highest calibre.

The objectives of the compensation program in compensating all Named Executive Officers were developed based on the above-mentioned compensation philosophy and are as follows:

- to attract, retain, motivate and reward highly qualified executive officers with a history of proven success;
- to align the interests of executive officers with shareholders' interests and with the execution of the Company's business strategy; and
- to evaluate executive performance on the basis of key measurements that correlate to long-term shareholder value.

Maintaining Competitive Compensation

The Compensation Committee reviews compensation practices of similarly situated companies in determining compensation policy. Although the Compensation Committee reviews each element of compensation for market competitiveness, and it may weigh a particular element more heavily based on the Named Executive Officer's role within the Company, it is primarily focused on remaining competitive in the market with respect to total compensation.

The base salaries of the Named Executive Officers were established by the Compensation Committee following a review of data related to compensation levels and general compensation programs of companies within the mining exploration and development industry. In 2014, the Company adjusted the salaries of all executives in order to bring their compensation in line with market peers and maintain the Company's competitiveness in the market, and further adjusted certain executives' salaries in 2015. The Company considers the following companies as comparative companies: Agnico Eagle Mines Ltd., Alacer Gold Corp., AuRico Gold Inc., Centerra Gold Inc., Eldorado Gold Corp., Endeavour Mining Corporation, Golden Star Resources Ltd., IAMGOLD Corporation, Nevsun Resources Ltd., New Gold Inc., OceanaGold Corporation, Primero Mining Corp., Rio Alto Mining Limited, and Semafo Inc. The Compensation Committee also relies on the past experience of its members as officers and/or directors at other companies in similar lines of business as the Company in assessing compensation levels.

Under the Company's existing compensation program, base salary for each year and any incentive awards are determined in the first half of the year. In the event that a decision is made by the Compensation Committee to consider an increase in the compensation of the Named Executive Officers, the Compensation Committee will conduct a review of data related to compensation levels and general compensation programs of peer group companies, which companies will have similar business characteristics or compete with the Company for employees and investors, in order to:

- understand the competitiveness of current pay levels for each executive position relative to companies with similar revenues and business characteristics; and

- identify and understand any gaps that may exist between actual compensation levels and market compensation levels.

Compensation Consultants and Related Fees

In January 2015, the Compensation Committee retained Mercer LLC to provide an independent compensation review of the executive officers and directors overall compensation package(s), including severance provisions. The review was based on data from similarly situated mining companies, in terms of revenue, market capitalization, stage of development, scope of operations and employee headcount, to assist both management and the Board to develop base salaries, performance based variable compensation, such as our annual short-term incentive program, and long term equity based incentives designed to support business objectives and enhance shareholder value as well as to assess the competitiveness of existing severance provisions.

Consultant	Financial Year Ending December 31	Executive Compensation Related Fees	All Other Fees
Mercer LLC	2015	\$24,789	Nil
Mercer LLC	2014	\$32,600	Nil

The Company is currently participating in the 2015 Canadian Mercer Benchmark Database, and the 2015 Mercer Mining Industry Survey.

Aligning the Interests of the Named Executive Officers with the Interests of the Company's Shareholders

The Company believes that transparent, objective and easily verified corporate goals, combined with individual performance goals, play an important role in creating and maintaining an effective compensation strategy for the Named Executive Officers. The Company's objective is to facilitate an increase in shareholder value through the achievement of these corporate goals under the leadership of the Named Executive Officers.

As the Named Executive Officers, as a group, beneficially own, or control or direct, directly or indirectly, approximately 2.2% of the issued and outstanding common shares of the Company (see "*Shareholdings of Directors and Executive Officers*"), the interests of the Named Executive Officers and the shareholders are clearly aligned.

As the primary activities of the Company have transitioned from mineral exploration to mine development and operation, the objectives of the Company have also been under consideration. At the current time, the Compensation Committee considers it appropriate to gauge the performance of the Named Executive Officers primarily on the stock market performance of the Company's common shares, cost containment for mine development, profitability of mine operations and success at increasing the mineral reserve and resource inventory of the Company. As the Company has recently completed this transition stage, specific goals have not been set as the basis for increases in base salary or bonus determination. The Compensation Committee will reconsider the development of such goals for 2015.

A combination of fixed and variable compensation is used to motivate executives to achieve overall corporate goals. For the 2014 financial year, the executive officer compensation program consisted of a fixed salary and benefits, an annual short-term incentive program and longer-term incentives in the form of stock options and restricted share units.

Fixed salary and benefits comprise a considerable portion of the total cash-based compensation; however, annual incentives, including restricted share units, represent compensation that is "at risk". The "at risk" component of the compensation program is intended to establish a direct link between executive compensation and the achievement of his or her applicable performance targets and the market performance of the Company's common shares. To mitigate the risk that executives may focus on the short-term performance of the Company's common shares at the expense of the Company's long-term sustainability and performance, incentive bonuses for the 2014 financial year were awarded in the form of restricted share units that will vest in equal portions immediately and on the first

anniversary of the date of grant. The Company considers the risk of Named Executive Officers focusing on the short-term performance of the Company's common shares at the expense of sustainable, mid to long-term growth of the Company to be minimal.

To date, no specific formulae have been developed to assign a specific weighting to each of these components. Instead, the Board of Directors considers each performance target and the Company's performance and assigns compensation based on this assessment and the recommendations of the Compensation Committee.

Each element of the total targeted compensation is reviewed on an annual basis by the Compensation Committee for each Named Executive Officer, to ensure that the incentives are designed and implemented to align compensation with short term and long-term key corporate objectives and performance by the relevant Named Executive Officer.

Risk Management and Assessment

The Board and the Compensation Committee consider the implications of the risks associated with its compensation policies when determining the appropriate form of executive compensation. In order to assist the Board in fulfilling its oversight responsibilities with respect to risk management in terms of the Company's compensation structure, the Compensation Committee reviews, on at least an annual basis, the Company's compensation policies and practices. As part of such review process, the Compensation Committee endeavours to identify any practices that may encourage a Director, officer or employee to expose the Company to unacceptable or excessive risk.

As discussed above, executive compensation is comprised of both short-term compensation, in the form of a base salary, benefits and short term incentive bonuses designed to link compensation with short-term corporate performance goals, and long-term compensation in the form of stock options and restricted share units. Short-term incentive bonuses in respect of 2014 were awarded in March of 2015 in the form of restricted share units whereby one half vested immediately, with the remainder vesting on the first anniversary of the date of grant. Long-term compensation was awarded in the form of stock options, whereby one third vested immediately, with the remainder vesting in equal portions on the first and second anniversaries of the date of grant. The Compensation Committee believes that this structure ensures a significant portion of executive compensation is both long-term and "at risk" and, accordingly, is directly linked to the achievement of business results and the creation of long-term shareholder value.

Due to the size of the Company and its current management group, the Board is also able to closely monitor and consider any risks that may be associated with the Company's compensation policies and practices. The Compensation Committee believes that risks, if any, may also be identified and mitigated through regular Board meetings during which financial and other information of the Company is regularly reviewed.

The Compensation Committee currently believes that the Company's compensation policies do not encourage Named Executive Officers or individuals at principal business units or divisions of the Company to take inappropriate or excessive risks. The Company's compensation policies are structured such that most variable components of compensation remain "at risk" over a period of time, thereby aligning shareholder interests with that of executive officers over the long-term.

The following components of the Company's compensation framework are specifically designed to mitigate against compensation-related risks:

- There is an appropriate compensation mix, including fixed and performance based compensation, and multiple forms of compensation that include compensation that remains "at risk" over a period of time;
- Incentive awards are reasonable in relation to salary and are capped to ensure there is no unlimited upside;
- Short-term incentive bonus payments are derived from performance against pre-approved annual objectives for both the Company and the individuals;
- Short-term incentive bonuses may be paid in the form of restricted share units with longer-term vesting periods, thereby mitigating the risk that executives may sacrifice the long-term health of the Company in favour of short-term gain; and

- Vesting periods for stock options granted under the Option Plan are generally two to three years from the date of grant.

As of the date of this Circular, no risks have been identified by the Compensation Committee arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

Financial Instruments

The Company has not adopted a policy prohibiting Named Executive Officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities of the Company granted as compensation or held, directly or indirectly, by Named Executive Officers or directors. The Company is not aware of any Named Executive Officers or directors having entered into this type of transaction.

Fixed Salary and Benefits

The Compensation Committee and the Board of Directors approve the salary ranges for the Named Executive Officers. The base salary review for each Named Executive Officer is based on an assessment of a number of factors, including current competitive market conditions, compensation levels within the peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. The Compensation Committee obtains information regarding competitive market conditions with the assistance of management of the Company. Comparative data for the Company's peer group is also accumulated from a number of external sources. The Company believes that a competitive base salary is a necessary element for attracting and retaining qualified and experienced executive officers.

The Compensation Committee, using this information together with budgetary guidelines and other internally generated planning and forecasting tools, performs an annual assessment of the compensation of all executive and employee compensation levels. The Company's policy for determining salary for executive officers is consistent with the policy for determination of salaries for all other employees of the Company. The Company will continue to monitor relevant market data and its comparative companies to ensure competitiveness of base salaries of its executive officers. In early 2015, the Compensation Committee recommended, and the Board of Directors approved, effective January 1, 2015, an increase in the base salary of certain Named Executive Officers, as follows:

	Previous Salary (C\$)	New Salary (C\$)
Michael Cinnamond	400,000	500,000
Dennis Stansbury	450,000	475,000

Named Executive Officers also receive compensation in the form of executive perquisites. Generally, this compensation includes payment by the Company on behalf of the Named Executive Officer of parking costs and fitness memberships.

The Company also provides various employee benefit programs to all its employees, including, but not limited to, medical health insurance, dental insurance and life insurance.

Short-Term Incentives

During the 2011 financial year, the Compensation Committee established an assessment process and a discretionary annual incentive plan to link compensation with short-term corporate performance goals, the creation of shareholder value and the achievement of specific individual performance objectives based on job responsibilities, projects or tasks. The plan provides incentives to enhance the growth and development of employees and encourages and motivates continued high standards of performance. Awards under the Company's annual incentive plan are made in the form of cash bonuses or restricted share units, are approved by the Compensation Committee and the Board of Directors and are structured to reward the results of the most recently completed financial year.

Pursuant to the Company's annual incentive plan, Named Executive Officers may be paid a bonus depending upon the Company's performance relative to a benchmark group of mining companies similar to the Company. At the end of each financial year the Compensation Committee evaluates the corporate performance relative to a group of mining companies of a similar status and makes recommendations to the Board of Directors regarding bonuses. The evaluation is based on the achievement of objectives, which can include various specific objectives such as production targets, profitability, health and safety performance, environmental performance, meeting capital expenditure budgets, completion of specific projects and value added studies, increase in mineral reserves and resources, financial performance, share price performance, improvement in investor awareness and liquidity, the identification and evaluation of corporate opportunities and property acquisitions or other transactions that will add exploration or development potential, increase the Company's mineral resource and reserve base and increase its production profile on terms accretive to the Company's shareholders. Performance metrics used in evaluation of the operations include effective risk management and regulatory compliance.

The 2014 bonus for the President and CEO and the Chairman were determined in the first quarter of 2015 by the independent non-executive directors following recommendations made by the Compensation Committee. In formulating its recommendations, the Compensation Committee reviewed the 2014 corporate performance based on achievements of the Company and the President and CEO's and the Chairman's respective contributions to the Company's achievements.

As well, the Compensation Committee, in consultation with the President and CEO, assessed the performance of the other Named Executive Officers and provided recommendations to the independent non-executive directors of the Company. In assessing an individual executive's performance, it is recognized that certain factors cannot be controlled and factors over which the executive officers can exercise control, such as controlling costs, safety performance, taking advantage of business opportunities and enhancing the business prospects of the Company, are given more weight in the evaluation.

The following accomplishments and achievements from the Named Executive Officers were recognized and were factors considered in awarding bonuses under the annual incentive plan:

- Record annual consolidated gold production of 384,003 ounces (or 391,162 ounces including 7,159 ounces of pre-commercial production from Otjikoto in December)
- Record annual gold production at La Libertad Mine of 149,763 ounces
- Gold revenue of \$486.6 million on record sales of 386,219 ounces at an average price of \$1,260 per ounce
- Completed construction of Otjikoto mine on budget and ahead of schedule
- 2015 outlook provides for strong production growth of approximately 35% to between 500,000 to 540,000 ounces of gold with cash operating costs per ounce decreasing
- Acquisition of Papillon Resources Limited completed on October 3, 2014, resulting in the acquisition of the high-quality Fekola Gold Project in Mali

Recipients were each considered to have achieved or satisfactorily accomplished the individual aspects of their objectives, together with their significant individual contributions to the overall corporate performance. Ultimately, the Board of Directors determined that, incentives by way of cash and restricted share units totaling the dollar values listed below would be granted:

	Cash (C\$)	RSU (C\$)	Total Bonus (C\$)
Clive Johnson	250,000	500,000	750,000
Roger Richer	125,000	250,000	375,000
Michael Cinnamond	125,000	250,000	375,000

Tom Garagan	125,000	250,000	375,000
Dennis Stansbury	112,000	223,000	335,000
George Johnson	500,000	Nil	500,000

Long Term Compensation

Stock Option Plan

The Company has a broadly-based employee stock option plan that was most recently amended and restated in 2014. The 2014 Plan was designed to encourage share ownership and entrepreneurship on the part of the senior management and other employees. The Compensation Committee believes that the 2014 Plan aligns the interests of the officers of the Company with shareholders by linking a component of executive compensation to the longer term performance of the Company's common shares.

When considering the grant of options to executive officers, the Compensation Committee takes into account the level of options granted by comparable companies for similar levels of responsibility and considers each executive officer or employee based on reports received from management, its own observations on individual performance (where possible) and its assessment of individual contribution to shareholder value and the objectives set for the executive officer. The number of options is generally commensurate to the appropriate level of base compensation for each level of responsibility. In order to determine the number of options to grant to an executive officer, the Compensation Committee and the Board of Directors will consider a number of facts including, position and length of service with the Company, recommendations by senior executives and previous grants of options to the executive officer.

In addition to determining the number of options to be granted pursuant to the methodology outlined above, the Compensation Committee also makes the following determinations:

- the executive officers and others who are entitled to participate in the stock option plan;
- the exercise price for each stock option granted, subject to the provision that the exercise price cannot be lower than the market price on the date of grant;
- the date on which each option is granted;
- the vesting period for each stock option; and
- the other material terms and conditions of each stock option grant.

The Compensation Committee makes these determinations subject to and in accordance with the provisions of the 2014 Plan. Once each year, the Board of Directors conducts meetings in which it reviews the recommendations of the Compensation Committee and approves grants of options.

Restricted Share Unit Plan

The Company also has in place a Restricted Share Unit Plan (the "RSU Plan") that was adopted in 2011 and amended in 2014. The adoption of the RSU Plan was part of a continuing effort on the part of the Company to enhance long-term shareholder value by further encouraging share ownership by senior management and aligning the interests of its employees with the interests of its shareholders.

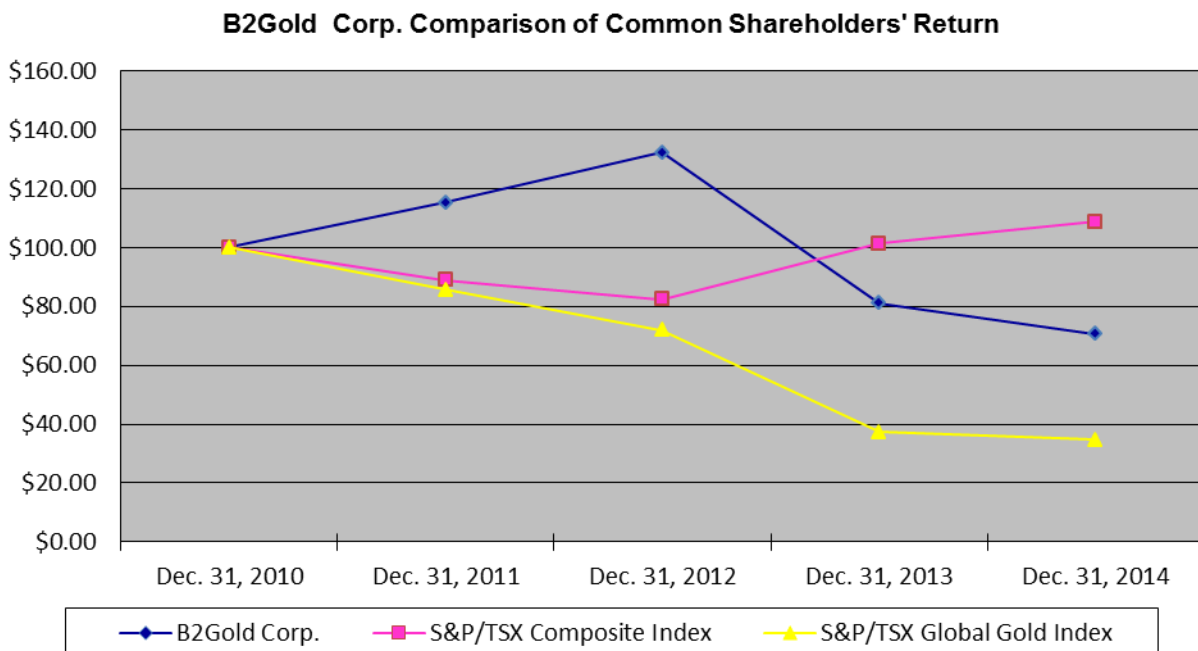
Each RSU entitles the holder, subject to the terms of the RSU Plan, to receive a payment in fully-paid common shares. Pursuant to the RSU Plan, unless otherwise determined by the Compensation Committee, one third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the date that the RSUs are granted, although the Compensation Committee has the authority to determine the vesting periods for RSUs granted. The grant of RSUs provide an additional form of compensation that allows the Company to reward its senior management for achieving prescribed short-term corporate goals while also keeping such bonuses "at risk" over the long-term.

RSUs may be granted by the Company's Compensation Committee, which has been appointed to administer the RSU Plan to directors, executive officers and employees of the Company. Where the grant of RSUs involves a member of the Compensation Committee, the non-executive members of the Board of Directors will ultimately be responsible for approving the grant. When considering the grant of RSUs to the Company's employees, the Compensation Committee takes into account each individual's success in achieving certain prescribed corporate goals, its own observations on individual performance (where possible) and its assessment of individual contribution to shareholder value and the objectives set for the employee.

The Compensation Committee is entitled to exercise its discretion to restrict participation under the RSU Plan. It may also exercise its discretion when determining the vesting terms and conditions for RSUs granted under the RSU Plan.

Performance Graph

The following graph compares the cumulative total shareholder return for \$100 invested in common shares of the Company on January 1, 2011, with the cumulative total return of the S&P/TSX Composite Index and the S&P/TSX Global Gold Index for the five most recently completed fiscal years.



	Dec. 31, 2010	Dec. 31, 2011	Dec. 31, 2012	Dec. 31, 2013	Dec 31, 2014
B2Gold Corp.	\$100.00	\$115.24	\$132.34	\$81.04	\$70.63
S&P/TSX Composite Index	\$100.00	\$88.93	\$92.49	\$101.33	\$108.85
S&P/TSX Global Gold Index	\$100.00	\$85.68	\$72.04	\$37.19	\$34.66

During the period from December 31, 2010 to December 31, 2014, the total return to the shareholders of the Company underperformed when compared to returns for the S&P/TSX Composite Index but outperformed when compared to returns for the S&P/TSX Global Gold Index. Over the period from December 31, 2010 to December 31, 2014, the total shareholder return was a loss of 29.37% compared to a positive return of 8.85% for the S&P/TSX Composite Index and a negative return of 65.34% for the S&P/TSX Global Gold Index.

During the period from December 31, 2010 to December 31, 2014, the aggregate total compensation for the Named Executive Officers increased from \$3,147,440 to \$12,687,054. This increase can be attributed in large part to several factors, including: the granting of annual short term and long term incentives to the Named Executive Officers in respect of the fiscal year ended December 31, 2014; the significant change in the Company's structure and its development from a junior development company at the beginning of the period to an intermediate gold producer marketing its gold into the international markets; an overall increase in staffing levels of the Company resulting in increased supervisory responsibilities for the Named Executive Officers; and the fact that there is a large demand for experienced executives and technical professionals, necessitating a competitive salary and benefit structure and payment of annual incentives to attract and maintain experienced and top level personnel. In addition, during this period, the market capitalization of the Company increased from approximately \$908 million at the end of fiscal 2010 to \$1.7 billion at the end of fiscal 2014. The Company's revenue for fiscal 2014 was approximately \$486.6 million, as compared to approximately \$128 million for fiscal 2010.

The aggregate total compensation for the Named Executive Officers in the 2014 financial year was approximately \$12,687,054, an increase from \$12,047,343 in aggregate total compensation earned by the Named Executive Officers in the 2013 financial year.

Summary Compensation Table

The following table is a summary of compensation earned by the Named Executive Officers for the Company's most recently completed financial year.

Name and principal position	Year	Salary (\$)	Share-based awards (\$) ⁽⁵⁾	Option-based awards (\$) ⁽¹¹⁾	Non-equity incentive plan compensation (\$)		All other compensation ⁽¹⁾ (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans		
Clive Johnson President and CEO	2014	1,000,000	500,000	1,890,175	250,000	Nil	5,100 ⁽³⁾	3,645,275
	2013	700,000	2,100,000	Nil	1,000,000	Nil	5,100 ⁽³⁾	3,805,100
	2012	600,000	2,000,000	Nil	600,000	Nil	5,100 ⁽³⁾	3,205,100
Michael Cinnamond ⁽⁶⁾ Senior Vice President Finance and CFO	2014	375,000 ⁽⁹⁾	250,000	393,299	125,000	Nil	6,041 ⁽²⁾	1,149,340
	2013	150,000 ⁽¹⁰⁾	838,900	428,202	100,000	Nil	3,433 ⁽²⁾	1,520,535
Mark Corra ⁽⁶⁾ Senior Vice President Finance and CFO	2014	133,333 ⁽⁷⁾	Nil	Nil	Nil	Nil	1,700 ⁽³⁾	135,033
	2013	400,000	Nil	Nil	400,000	Nil	5,100 ⁽³⁾	805,100
	2012	300,000	700,000	Nil	300,000	Nil	5,100 ⁽³⁾	1,305,100
Roger Richer Executive Vice President, General Counsel and Secretary	2014	500,000	250,000	629,278	125,000	Nil	5,100 ⁽³⁾	1,509,378
	2013	400,000	700,000	Nil	400,000	Nil	5,100 ⁽³⁾	1,505,100
	2012	300,000	700,000	Nil	300,000	Nil	5,100 ⁽³⁾	1,305,100
Tom Garagan Senior Vice President of Exploration	2014	500,000	250,000	629,278	125,000	Nil	6,145 ⁽²⁾	1,510,423
	2013	400,000	700,000	Nil	400,000	Nil	5,100 ⁽³⁾	1,505,100
	2012	300,000	700,000	Nil	300,000	Nil	5,100 ⁽³⁾	1,305,100
George Johnson ⁽⁴⁾⁽⁵⁾⁽⁸⁾ Senior Vice President of Operations	2014	500,000	2,160,000	235,970	500,000	Nil	6,016 ⁽²⁾	3,401,986
	2013	400,000	700,000	Nil	400,000	Nil	6,408 ⁽²⁾	1,506,408
	2012	300,000	2,375,000	Nil	300,000	Nil	5,948 ⁽²⁾	2,980,948
Dennis Stansbury Senior Vice President Engineering and Project Evaluations	2014	450,000	223,000	550,619	112,000	Nil	Nil	1,335,619
	2013	400,000	600,000	Nil	400,000	Nil	Nil	1,400,000
	2012	300,000	500,000	Nil	300,000	Nil	Nil	1,100,000

Notes:

- (1) All other compensation is comprised of parking costs and/or fitness program membership allowance.
- (2) Includes parking and fitness membership allowance.
- (3) Includes parking only.
- (4) The amount reflected in “Share-based awards” for 2012 includes \$1,675,000 in respect of 500,000 common shares acquired on May 28, 2012, and for 2014 includes \$2,160,000 in respect of 750,000 common shares acquired on May 1, 2014, from the B2Gold Corp. Incentive Plan. See “*Equity Compensation Plan – B2Gold Corp. Incentive Plan*”. These awards were made to provide Mr. Johnson with the benefit of an equity ownership position consistent with the other Named Executive Officers who were founding shareholders of the Company from shares issued for this purpose in 2007.
- (5) Aside from the common shares issued to Mr. George Johnson out of the B2Gold Corp. Incentive Plan as detailed in note 4 above, all other share-based incentive awards earned by the Named Executive Officers are to be paid by way of RSUs, which will vest as follows: for RSUs awarded for 2012 and 2013, one third (1/3) of RSUs will vest upon the date of grant, 1/3 will vest on the first anniversary of the date of grant and 1/3 will vest on the second anniversary of the date of grant; for RSUs awarded for 2014, one half (1/2) of RSUs will vest upon the date of grant and 1/2 will vest on the first anniversary of the date of grant. Fair value of the RSUs was calculated using the volume weighted average trading price of the common shares of the Company on the TSX calculated over the five trading days immediately preceding the date of grant.
- (6) Mark Corra retired from the Company effective April 30, 2014. Michael Cinnamond was appointed Senior Vice President of Finance and CFO on April 1, 2014. From July 1, 2013 until April 1, 2014, Michael Cinnamond served as Senior Vice President of Administration of the Company.
- (7) Reflects the amount earned from January 1, 2014 until Mr. Corra’s retirement on April 30, 2014.
- (8) George Johnson retired from the Company effective April 30, 2015.
- (9) Mr. Cinnamond’s annual base salary increased from \$300,000 to \$400,000 effective April 1, 2014.
- (10) Reflects the amount earned from July 1, 2013, the date of Mr. Cinnamond’s hire, until December 31, 2013.
- (11) The “grant date fair value” of option-based awards has been determined by using the Black-Scholes model. This value is the same as the fair value established in accordance with generally accepted accounting principles and was determined using the following assumptions: share price volatility of 58.5%, an expected life of 3.0 years and a risk-free interest rate of approximately 0.5%. The Black-Scholes model is the industry standard and accordingly is useful for comparative purposes.

Summary of Named Executive Officer Employment Agreements

The Company entered into an employment agreement with each Named Executive Officer on October 22, 2007, other than George Johnson, who entered into an employment agreement with the Company on August 11, 2009, and Michael Cinnamond, who entered into an employment agreement with the Company on July 1, 2013. Clive Johnson entered into an employment agreement with the Company pursuant to which Mr. C. Johnson is employed as the President and CEO of the Company and will receive an annual salary of C\$1,000,000. Michael Cinnamond entered into an employment agreement with the Company pursuant to which Mr. Cinnamond is employed as the Senior Vice President of Finance and CFO of the Company and will receive an annual salary of C\$500,000. Roger Richer entered into an employment agreement with the Company pursuant to which Mr. Richer is employed as Executive Vice President, General Counsel and Corporate Secretary of the Company and will receive an annual salary of C\$500,000. Tom Garagan entered into an employment agreement with the Company pursuant to which Mr. Garagan is employed as the Senior Vice President of Exploration of the Company and will receive an annual salary of C\$500,000. George Johnson entered into an employment agreement with the Company pursuant to which Mr. G. Johnson is employed as the Senior Vice President of Operations and will receive an annual salary of C\$500,000. Dennis Stansbury entered into an employment agreement with the Company pursuant to which Mr. Stansbury is employed as the Senior Vice President of Engineering and Project Evaluation of the Company and will receive an annual salary of C\$475,000.

For a description of the termination and change of control provisions of the employment agreement and the related benefits payable by the Company to each Named Executive Officer, see below under the heading “*Termination and Change of Control Benefits*.”

Incentive Plan Awards

The management of the Company makes recommendations to the Compensation Committee concerning the granting of stock options and any other share-based awards to the Company’s executive officers. The Compensation Committee reviews those recommendations and then makes its own recommendations to the Board of Directors.

The Named Executive Officers are eligible for grants of RSUs under the RSU Plan and grants of stock options under the 2014 Plan. For details of the Company’s RSU Plan and 2014 Plan, see “*Equity Compensation Plan Information*” below.

The following RSUs were granted to the Named Executive Officers in respect of incentive bonuses awarded for 2014 as part of the Company's long-term incentive program:

Name	Restricted Share Units⁽¹⁾ (#)
Clive Johnson	263,158
Roger Richer	131,579
Michael Cinnamond	131,579
Tom Garagan	131,579
Dennis Stansbury	117,368
George Johnson	Nil

Note:

- (1) RSUs vest as follows: One half (1/2) of RSUs vested immediately and 1/2 will vest in 2016. Fair value of the RSUs was calculated using the volume weighted average trading price of the common shares of the Company on the TSX calculated over the five trading days immediately preceding the date of grant.

The following stock options were granted to the Named Executive Officers in respect of incentives awarded for 2014 as part of the Company's long-term incentive program:

Name	Stock Options (#)
Clive Johnson	2,300,000
Roger Richer	800,000
Michael Cinnamond	500,000
Tom Garagan	800,000
Dennis Stansbury	700,000
George Johnson	300,000

Outstanding Option-based and Share-based Awards

The following table sets out, for each Named Executive Officer, the RSUs (share-based awards) and the option-based awards outstanding as at December 31, 2014. The RSUs indicated below vest one third (1/3) upon the date of grant and 1/3 on each of the first and second anniversaries of the date of grant.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of RSU's that have not vested (#)	Market or payout value of RSU's that have not vested⁽¹⁾ (\$)	Market or payout value of vested RSU's not paid out or distributed (\$)
Clive Johnson	Nil	N/A	N/A	N/A	663,025	1,259,748	Nil
Roger Richer	Nil	N/A	N/A	N/A	224,650	426,835	Nil

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of RSU's that have not vested (#)	Market or payout value of RSU's that have not vested ⁽¹⁾ (\$)	Market or payout value of vested RSU's not paid out or distributed (\$)
Michael Cinnamond	500,000	\$2.50	July 2, 2018	Nil	154,656	293,846	Nil
Mark Corra ⁽²⁾	Nil	N/A	N/A	N/A	Nil	Nil	Nil
Tom Garagan	Nil	N/A	N/A	N/A	224,650	426,835	Nil
Dennis Stansbury	Nil	N/A	N/A	N/A	181,628	345,093	Nil
George Johnson	Nil	N/A	N/A	N/A	224,650	426,835	Nil

Note:

- (1) Market value of the RSUs was calculated by multiplying the number of unvested RSUs by the market value of the underlying shares on December 31, 2014, which was \$1.90.
- (2) Mark Corra retired from the Company effective April 30, 2014.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth, for each Named Executive Officer of the Company, the value of all incentive plan awards vested during the year ended December 31, 2014.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year ⁽¹⁾ (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Clive Johnson	N/A	1,784,203	250,000
Roger Richer	N/A	679,355	125,000
Michael Cinnamond	95,700	340,484	125,000
Mark Corra ⁽²⁾	N/A	457,133	N/A
Tom Garagan	N/A	679,355	125,000
Dennis Stansbury	N/A	579,849	112,000
George Johnson	N/A	679,355	500,000

Note:

- (1) These figures represent the value vested in the RSUs held by the Named Executive Officers during the year ended December 31, 2014. Fair value of the RSUs was calculated by multiplying the number of vested RSUs by the market value of the underlying shares on the vesting date.
- (2) Mark Corra retired from the Company effective April 30, 2014.

Pension Plan Benefits

The Company does not have a pension plan and has not provided any pension plan benefits to its Named Executive Officers.

Termination and Change of Control Benefits

Pursuant to the employment agreements entered into between the Company and each Named Executive Officer, the Named Executive Officers are entitled to compensation from the Company in the event of termination without cause or resignation for “good cause”. In the event that a Named Executive Officer’s employment agreement is terminated by the Company without cause, or a Named Executive Officer resigns on two weeks notice for “good cause”, the Company must pay a severance payment to such Named Executive Officer, within 14 days of the date of termination, equal to 12 months’ base salary plus benefits at the time of termination.

For purposes of the employment agreements, the definition of “good cause” means the occurrence of any of the following: (i) a material reduction in the employee’s responsibilities; (ii) a reduction in the employee’s annual salary; (iii) a failure by the Company to continue the employee’s participation in the Company’s benefits and incentive plans (if any); (iv) a reduction in entitlement to paid vacation days; (v) a change of more than 50 kilometres of the principal executive office of the Company or the current location where the employee is based; or (vi) any other event or circumstance that would constitute constructive dismissal at common law.

Each employment agreement also provides that in the event of a change of control of the Company, a Named Executive Officer will be entitled to resign at any time within 18 months after that change of control and receive a lump sum payment equal to 24 months of the Named Executive Officer’s annual salary, as well as continuation of benefits for the same period. In addition, upon the announcement of a transaction that, if completed, would result in a change of control, all options to purchase common shares of the Company that have been granted but not yet vested shall be deemed to be fully vested and exercisable by the Named Executive Officer.

For the purposes of the employment agreements, a “change of control” means: (i) the acquisition of common shares by a person or group of persons acting jointly or in concert that, when added to all of the common shares owned by such person or persons, constitutes for the first time in the aggregate 20% or more of the common shares; (ii) the removal of more than 51% of the incumbent Board of Directors of the Company, or the election of a majority of the directors to the Board of Directors of the Company that were not nominees of the Board of Directors at the time immediately preceding such election; (iii) a sale of all or substantially all of the assets of the Company; or (iv) a reorganization, plan of arrangement, merger or other transaction that has substantially the same effect as (i) to (iii) above. Any such compensation payable to a Named Executive Officer is required to be paid within 14 days of the last day of their employment with the Company.

The following tables set out the estimated incremental payments and benefits due to each of the Named Executive Officers upon either termination without cause, including resignation for “good cause”, or within 18 months of a change of control, assuming termination on December 31, 2014.

Termination of Employment Without Cause

Name	Base salary ⁽¹⁾ (\$)	All other compensation ⁽²⁾ (\$)	Total (\$)
Clive Johnson	1,000,000	637,119	1,637,119
Michael Cinnamond	400,000	96,966	496,966
Roger Richer	500,000	298,600	798,600
Tom Garagan	500,000	298,496	798,496
George Johnson	500,000	445,068	945,068

Name	Base salary⁽¹⁾ (\$)	All other compensation⁽²⁾ (\$)	Total (\$)
Dennis Stansbury	450,000	312,658	762,658

Notes:

- (1) Equal to 12 months' base salary for all Named Executive Officers. Based on salary for the fiscal year ended December 31, 2014.
- (2) Equal to: (i) 12 months' specified benefits, including provincial medical, extended health insurance, dental insurance, life insurance, accidental death insurance and long term disability insurance; and (ii) an amount equal to the average of the annual cash bonus payments awarded to the Named Executive Officers in each of the previous three years.

Termination of Employment Following Change of Control

Name	Base salary⁽¹⁾ (\$)	All other compensation⁽²⁾ (\$)	Total (\$)
Clive Johnson	2,000,000	1,274,237	3,274,237
Michael Cinnamond	800,000	193,932	993,932
Roger Richer	1,000,000	597,200	1,597,200
Tom Garagan	1,000,000	596,992	1,596,992
George Johnson	1,000,000	890,136	1,890,136
Dennis Stansbury	900,000	625,315	1,525,315

Notes:

- (1) Equal to 24 months' base salary for all Named Executive Officers. Based on salary for the fiscal year ended December 31, 2014.
- (2) Equal to (i) 24 months' specified benefits, including provincial medical, extended health insurance, dental insurance, life insurance, accidental death insurance and long term disability insurance; and (ii) an amount equal to twice the average of the annual cash bonus payments awarded to the Named Executive Officers in each of the previous three years.

Director Compensation

During the year ended December 31, 2014, Msrs. Mtshisi, Bullock and Carrick were paid annual retainers of \$70,000, Msrs. Gayton, Rayment, Korpan and Ivany were paid annual retainers of \$75,000, and Mr. Cross was paid an annual retainer of \$135,000. Michael Carrick resigned from the Board effective November 12, 2014, and his annual retainer was pro-rated for his time of service. Mark Connelly was appointed to the Board effective October 3, 2014 in connection with the acquisition of Papillon Resources Limited and was paid director fees of \$17,500 for 2014.

No meeting fees were paid to the Directors in 2014. The chair of each committee received an annual retainer of \$10,000, other than the audit committee chair who received an annual retainer of \$15,000. Other than the chair, no additional fees are paid to any of the Directors for committee involvement. Directors are also reimbursed for transportation and other out-of-pocket expenses reasonably incurred for attendance at Board or committee meetings and in connection with the performance of their duties as directors. The Company's Directors are entitled to participate in the 2014 Plan.

During the year ended December 31, 2014, the Company paid a total of \$643,750 in annual retainers to its non-executive Directors and granted 750,000 options to purchase common shares of the Company to non-executive Directors. As at December 31, 2014, non-executive Directors held options to purchase an aggregate of 2,944,500 common shares of the Company, which equates to 0.31% of the Company's issued and outstanding common shares, at exercise prices ranging from \$0.84 to \$12.67 per common share.

The Compensation Committee periodically reviews the adequacy and form of compensation of the directors to ensure the compensation appropriately reflects the responsibilities and risks involved in being an effective director and, based on such review, reports and makes recommendations to the Board of Directors.

The Board has approved an increase in the annual retainer for 2015 to \$75,000 for Msrs. Mtshisi, Bullock and Connelly.

Director Compensation Table

The following table sets out all amounts of compensation for non-management directors for the year ended December 31, 2014. Directors who are also officers of the Company are not entitled to any compensation for their services as a director.

Name⁽¹⁾	Fees earned (\$)	Share-based awards (\$)	Option-based awards⁽²⁾⁽³⁾ (\$)	All other compensation (\$)	Total⁽⁴⁾ (\$)
Robert Cross	145,000	Nil	196,650	Nil	341,650
Robert Gayton	90,000	Nil	78,660	Nil	168,660
Barry Rayment	85,000	Nil	78,660	Nil	163,660
John Ivany	85,000	Nil	Nil	Nil	85,000
Jerry Korpan	75,000	Nil	78,660	Nil	153,660
Bongani Mtshisi	70,000	Nil	78,660	Nil	148,660
Mark Connelly ⁽⁵⁾	17,500	Nil	Nil	Nil	Nil
Kevin Bullock	70,000	Nil	78,660	Nil	148,660
Michael Carrick ⁽⁶⁾	52,500	Nil	Nil	Nil	52,500

Notes:

- (1) Clive Johnson was a member of management in fiscal 2014 and did not receive compensation as a director of the Company. Accordingly, the compensation details for Mr. Johnson have been excluded from this table. All such information is included under the Named Executive Officer table set forth under the heading “*Summary Compensation Table*”.
- (2) The “grant date fair value” has been determined by using the Black-Scholes model. This value is the same as the fair value established in accordance with generally accepted accounting principles and was determined using the following assumptions: share price volatility of 58.5%, an expected life of 3.0 years and a risk-free interest rate of approximately 0.5%. The Black-Scholes model is the industry standard and accordingly is useful for comparative purposes.
- (3) All options shown were granted with an exercise price equal to the market price of the Company’s common shares on the date of grant. Accordingly, the values shown for these options are not in-the-money value at the time of grant, but the theoretical value of the options at that time based on the Black-Scholes option pricing formula. Please see the table below under “*Outstanding Option-based and Share-based Awards*” for the in-the money value of these options on December 31, 2014.
- (4) The table outlines the compensation paid to Directors as per the discussion above. Committee positions for each Director are outlined on page 7 of this Information Circular.
- (5) Mark Connelly was appointed to the Board of Directors on October 3, 2014, and was paid \$17,500 in director fees for 2014.
- (6) Michael Carrick resigned from the Board of Directors effective November 12, 2014.

Outstanding Option-based and Share-based Awards

The following table sets out, for each non-executive Director of the Company, the incentive stock options (option-based awards) and RSUs outstanding as at December 31, 2014. These incentive stock options vest over a three year period after the date of the grant and have a term of five years. The RSUs vest one-third on the date of grant and the remainder in equal amounts on each of the first and second anniversaries of the date of grant.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of RSU's that have not vested (#)	Market or payout value of RSU's that have not vested (\$)	Market or payout value of vested RSU's not paid out or distributed (\$)
Robert Cross	Nil	N/A	N/A	N/A	80,233	152,443	N/A
Robert Gayton	100,000	3.11	May 30, 2016	\$nil	N/A	N/A	N/A
	100,000	3.93	March 4, 2017	\$nil			
	100,000	3.00	April 10, 2018	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
Barry Rayment	100,000	3.11	May 30, 2016	\$nil	N/A	N/A	N/A
	100,000	3.93	March 4, 2017	\$nil			
	100,000	3.00	April 10, 2018	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
John Ivany	100,000	3.11	May 30, 2016	\$nil	N/A	N/A	N/A
	100,000	3.93	March 4, 2017	\$nil			
	100,000	3.00	April 10, 2018	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
Jerry Korpan	100,000	3.11	May 30, 2016	\$nil	N/A	N/A	N/A
	100,000	3.93	March 4, 2017	\$nil			
	100,000	3.00	April 10, 2018	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
Bongani Mtshisi	5,000 ⁽²⁾	2.40	July 13, 2015	\$nil	N/A	N/A	N/A
	12,000 ⁽²⁾	2.40	July 1, 2016	\$nil			
	300,000	3.10	January 18, 2017	\$nil			
	100,000	3.00	April 10, 2018	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
Mark Connelly	250,000	2.00	December 17, 2019	\$nil	N/A	N/A	N/A
Kevin Bullock	41,250 ⁽³⁾	10.27	August 16, 2015	\$nil	N/A	N/A	N/A
	52,500 ⁽³⁾	12.67	August 23, 2016	\$nil			
	52,500 ⁽³⁾	4.87	August 13, 2017	\$nil			
	63,000 ⁽³⁾	0.84	August 13, 2018	\$66,780			
	250,000	2.32	January 5, 2019	\$nil			
	100,000	3.15	April 29, 2019	\$nil			
Michael Carrick ⁽⁴⁾	400,000	3.00	April 10, 2018	\$nil	N/A	N/A	N/A
	100,000	3.15	April 29, 2019	\$nil			

Notes:

- (1) The value of unexercised in-the-money options is calculated by multiplying the difference between the closing price of the common shares of the Company on December 31, 2014, which was \$1.90, and the option exercise price, by the number of outstanding options (both vested and unvested). Where the difference is negative, the options are not in-the-money and no value is reported.
- (2) These option-based awards for Mr. Mtshisi refer to the Company's acquisition of Auryx Gold Corp. in 2011, whereby Mr. Mtshisi's existing Auryx Gold Corp. options were converted to 437,000 options of the Company, of which 17,000 remain outstanding.

- (3) These option-based awards for Mr. Bullock refer to the Company's acquisition of Volta Resources Inc. in 2013, whereby Mr. Bullock's existing Volta Resources Inc. options were converted to 244,500 options of the Company, of which 35,250 options have since expired.
- (4) Michael Carrick resigned from the Board of Directors effective November 12, 2014. Mr. Carrick's vested options will expire on June 30, 2015.

Incentive Plan Awards - Value Vested or Earned During the Year

Options granted to the Directors of the Company vest over a three year period. Because the exercise price of options at the time of grant is set at or above the market price of the Company's common shares on the grant date, the value of these incentive stock option grants at time of grant is nil.

The following table sets forth, for each Director, the value of all incentive plan awards vested during the year ended December 31, 2014. The value vested during the year represents the cumulative excess of the fair market price over the stock option grant price on the vesting date for all stock options that vested during 2014 whether or not they were exercised by the Director.

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Robert Cross	\$nil	252,052 ⁽²⁾	N/A
Robert Gayton	\$nil	N/A	N/A
Barry Rayment	\$nil	N/A	N/A
John Ivany	\$nil	N/A	N/A
Jerry Korpan	\$nil	N/A	N/A
Bongani Mtshisi	\$nil	N/A	N/A
Mark Connelly ⁽³⁾	\$nil	N/A	N/A
Kevin Bullock	\$nil	N/A	N/A
Michael Carrick ⁽⁴⁾	\$nil	N/A	N/A

Notes:

- (1) The value vested during the year is calculated by multiplying the difference between the closing price of the common shares of the Company on December 31, 2014, which was \$1.90, and the option exercise price, by the number of options that vested during the year.
- (2) This figure represents the value vested in the RSUs held by Mr. Robert Cross during the year ended December 31, 2014. Mr. Cross received a bonus of \$250,000 for the year ended December 31, 2012, which was issued by way of RSUs and vested as follows: One third (1/3) of RSUs vested on April 4, 2013, 1/3 vested on April 4, 2014 and 1/3 vested on April 4, 2015. Fair value of the RSUs was calculated by multiplying the number of vested RSUs by the market value of the underlying shares on the vesting date. Mr. Cross also received a bonus of \$250,000 for the year ended December 31, 2013, which will be issued by way of RSUs and will vest as follows: One third (1/3) of RSUs vested on May 5, 2014, 1/3 vested on May 5, 2015 and 1/3 will vest on May 5, 2016.
- (3) Mark Connelly was appointed to the Board of Directors on October 3, 2014.
- (4) Michael Carrick resigned from the Board of Directors effective November 12, 2014.

EQUITY COMPENSATION PLAN

Equity Compensation Plan Information

The following table provides information regarding compensation plans under which securities of the Company are authorized for issuance in effect as of December 31, 2014:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽³⁾	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽⁴⁾
(a)	(b)	(c)	
Equity Compensation Plans Approved By Shareholders	39,943,041	2.95	21,436,594
Equity Compensation Plans Not Approved By Shareholders ⁽¹⁾⁽²⁾	N/A	N/A	N/A
Total	39,943,041	2.95	21,436,594

Notes:

- (1) As of the date of this Information Circular, a total of 2,474,563 options granted to former holders of Aurix Gold stock options in connection with the Company's acquisition of Aurix Gold Corp. remain outstanding, with a weighted average exercise price of \$2.50. These options have not been included in the amounts set out in the table above.
- (2) As of the date of this Information Circular, a total of 1,689,750 options granted to former holders of Volta Resources stock options in connection with the Company's acquisition of Volta Resources Inc. remain outstanding, at a weighted average exercise price of \$6.66. These options have not been included in the amounts set out in the table above.
- (3) Represents common shares of the Company issuable under the Option Plan and the RSU Plan. Additional information can be found under "Compensation Discussion & Analysis – Long Term Compensation".
- (4) Represents common shares remaining available for future issuance under the Option Plan and the RSU Plan. Pursuant to the 2014 Plan, the Company is authorized to issue up to 7.5% of the number of issued and outstanding common shares of the Company on a non-diluted basis at any time. The number of common shares available for future issuance under the Option Plan as at December 31, 2014 was 21,436,594 and includes common shares that have not previously been reserved for an option grant and common shares underlying unexercised options that have expired or were terminated. The Company is also authorized to issue up to 10,000,000 RSUs under the RSU Plan, with each RSU entitling the holder thereof to receive a payment in one fully-paid common share. The number of RSUs available for future issuance under the RSU Plan as at December 31, 2014 was 2,029,369. Additional information can be found under "Compensation Discussion & Analysis – Long Term Compensation".

Stock Option Plan

The purpose of the Amended Plan is to provide eligible persons with an opportunity to purchase common shares of the Company and to benefit from the appreciation in the value of such common shares. The Amended Plan increases the Company's ability to attract individuals of exceptional skill by providing them with the opportunity, through the exercise of stock options, to benefit from the growth of the Company. The Board of Directors has the authority to determine the directors, officers, employees and consultants to whom options will be granted, the number of options to be granted to each person and the price at which common shares may be purchased, subject to the terms and conditions set forth in the Amended Plan.

For a summary of the key provisions of the Amended Plan, see "Approval of the Amendment to the Stock Option Plan".

Restricted Share Unit Plan

On May 6, 2011, the Company's Board of Directors approved a Restricted Share Unit Plan (the "RSU Plan"), subject to the receipt of shareholder and regulatory approvals, which approvals were obtained by June 10, 2011. On May 14, 2014, the Company's Board of Directors approved amendments to the RSU Plan subject to the receipt of shareholder and regulatory approvals, which approvals were obtained by June 13, 2014. Adoption of the RSU Plan was part of the Company's continuing effort to build upon and enhance long term shareholder value. The RSU Plan reflects the Company's commitment to a long term incentive compensation structure that aligns the interests of its employees with the interests of its shareholders.

For a summary of the key features of the RSU Plan, see "Approval of the Amendment to the Restricted Share Unit Plan".

B2Gold Corp. Incentive Plan

On June 29, 2007, the Company established the B2Gold Corp. Incentive Plan (the “Incentive Plan”) for the benefit of directors, officers, employees and service providers of the Company and issued to the trustees of the Incentive Plan, Messrs. Johnson, Corra, Richer and Garagan, options to acquire 4,955,000 common shares. On October 12, 2007, following the exercise of these options, an aggregate of 4,955,000 common shares was issued to the trustees of the Incentive Plan at a price of \$0.02 for gross proceeds of \$99,100. On July 5, 2011, 1,000,000 common shares were issued out of the Incentive Plan, on May 28, 2012, a further 500,000 common shares were issued out of the Incentive Plan and on May 1, 2014 a further 750,000 common shares were issued out of the Incentive Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the most recently completed financial year and as at the date hereof, there was no indebtedness other than routine indebtedness, outstanding to the Company or any of its subsidiaries owed by any current and/or former officers, directors and employees of the Company and its subsidiaries.

CORPORATE GOVERNANCE

The Board of Directors is committed to sound corporate governance practices that are both in the interest of its shareholders and contribute to effective and efficient decision making. National Policy 58-201, *Corporate Governance Guidelines* (“NP 58-201”) establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines and the Board considers that the Company’s corporate governance practices substantially comply with NP 58-201. The Board will continue to review with management the corporate governance practices of the Company to ensure that they are sound practices for effective and efficient decision making.

In accordance with NI 58-101, the Company is required to disclose, on an annual basis, its approach to corporate governance. The following is a description of the Company’s approach to corporate governance.

Board of Directors

The Board considers its composition and size on an ongoing basis. Directors are recruited from time to time with a view to achieving and maintaining a majority of independent directors while at the same time maintaining complementary skill, knowledge and experience in the mining industry. The Board of Directors is currently comprised of nine Directors. The Board of Directors considers that seven of the nine current Directors are independent in accordance with the definition of “independence” set out in National Instrument 52-110, *Audit Committees* (“NI 52-110”), as it applies to the Board of Directors, and in accordance with the applicable rules of the NYSE MKT LLC (“NYSE MKT”).

The seven current Directors that are considered to be independent are Robert Cross, Robert Gayton, Barry Rayment, Jerry Korpan, John Ivany, Bongani Mtshisi, and Kevin Bullock. See “*Election of Directors*”. Clive Johnson is not considered to be independent as he has a material relationship with the Company, namely his role as the President and Chief Executive Officer of the Company, and Mark Connelly is not considered independent as he was the President and CEO of Papillon Resources Limited, acquired by the Company on October 3, 2014. Accordingly, the Board considers that a majority of the Directors are independent.

To facilitate the exercise of independent judgement by the Board in carrying out its responsibilities, each of the members of the Audit Committee and the Compensation Committee is considered to be independent for the purposes of NI 52-110, the rules of the NYSE MKT and, where applicable, Rule 10A-3 of the U.S. Exchange Act of 1934, as amended (the “Exchange Act”).

The independent Directors meet as a group, without the presence of management or non-independent directors, annually and such other times as they consider appropriate, and communication among the independent Directors occurs on an ongoing basis as the need arises from regularly scheduled meetings of the Board. The Board believes that adequate procedures are in place to facilitate the functioning of the Board with a level of independence from the Company’s management.

Mr. Robert Cross, an independent Director, is Chairman of the Board and presides as such at each Board meeting.

The following Directors are currently directors of other issuers that are reporting issuers (or the equivalent) in a jurisdiction in Canada or a foreign jurisdiction:

Name of Director	Reporting Issuer
Clive Johnson	Uracan Resources Ltd.
Robert Cross	- BNK Petroleum Inc. - Bankers Petroleum Ltd. - Petrodorado Energy Ltd. - Petro-Victory Energy Corp.
Robert Gayton	- Amerigo Resources Limited - Eastern Platinum Ltd. - Nevsun Resources Ltd. - Western Copper and Gold Corporation
Barry Rayment	Till Capital Ltd.
John Ivany	- Allied Nevada Gold Corp. - Eurogas International Inc.
Jerry Korpan	- Mitra Energy Inc. - Midas Gold Corporation
Mark Connelly	- Ausdrill Limited - Manas Resources Limited - Saracen Mineral Holdings Limited
Kevin Bullock	Metallum Resources Inc.

The attendance record for each Director for all board meetings and for committee meetings of which they are a member held since January 1, 2014 is set out below:

Number of Board and Committee Meetings Held		Attendance of Directors				
Board meetings: 8						
Audit Committee ("AC"): 4						
Compensation Committee ("CC"): 2						
Corporate Governance & Nominating Committee ("CGNC"): 2						
Health, Safety, Environment, and Social Committee ("HSESC"): 2						
Director		Board Mtgs.	AC Mtgs.	CC Mtgs.	CGNC Mtgs.	HSESC Mtgs.
Clive Johnson (HSESC)		8	N/A	N/A	N/A	2
Robert Cross (CC, CGNC)		7	N/A	2	2	N/A
Robert Gayton (AC, CC)		8	4	2	N/A	N/A
Barry Rayment (AC, CC, HSESC)		7	4	2	N/A	2
Jerry Korpan (HSESC)		8	N/A	N/A	N/A	2
John Ivany (AC, CGNC)		8	4	N/A	2	N/A

Bongani Mtshisi	8	N/A	N/A	N/A	N/A
Kevin Bullock	8	N/A	N/A	N/A	N/A
Mark Connelly ⁽¹⁾	0	N/A	N/A	N/A	N/A
Michael Carrick ⁽²⁾	6	N/A	N/A	N/A	N/A

Notes:

- (1) Mark Connelly was appointed to the Board of Directors on October 3, 2014, following the completion of the acquisition of Papillon Resources Limited.
- (2) Michael Carrick resigned from the Board of Directors effective November 12, 2014.

Board Mandate and Position Descriptions

A copy of the Mandate of the Board of Directors is attached as Schedule C.

The Board has developed written position descriptions for the Chairman of the Board and the chair of each committee of the Board. The responsibilities of the Chairman of the Board include providing leadership to the Board in its duties to the Company and facilitating effective review, analysis and discussion at Board meetings.

A written position description has also been developed for the President and Chief Executive Officer. The responsibilities of the President and Chief Executive Officer include managing the efficient and effective operation of the Company, assisting the Board in establishing and implementing the strategic direction of the Company and ensuring all material matters affecting the Company are brought to the attention of the Board.

Orientation and Continuing Education

At present, each new Director is given an outline of the nature of the Company's business, its corporate strategy, current issues with the Company, short, medium and long term corporate objectives, business risks and mitigation strategies, corporate governance guidelines and existing company policies. New Directors are also required to meet with management of the Company to discuss and better understand the Company's business and will be advised by counsel to the Company of their legal obligations as Directors of the Company.

The skill and knowledge of the Board of Directors as a whole is such that the Corporate Governance and Nominating Committee is of the view that a formal continuing education process is not currently required. The Board of Directors is comprised of individuals with varying backgrounds, who have, both collectively and individually, extensive experience in running and managing public companies in the natural resource sector. Board members are encouraged to communicate with management, auditors and technical consultants to keep themselves current with industry trends and developments and changes in legislation, with management's assistance. Board members have full access to the Company's records. Reference is made to the table under the heading "*Election of Directors*" for a description of the current principal occupations of the members of the Board of Directors.

The orientation and continuing education process will be reviewed on an annual basis and will be revised accordingly. There are technical presentations at Board meetings, focusing on either a particular property or a summary of various properties. The question and answer portions of these presentations are a valuable learning resource for the non-technical directors.

Ethical Business Conduct

The Board has adopted a written Code of Business Conduct and Ethics (the "Code") for the Company's Directors, officers and employees. A copy of the Code has been filed on and is available under the Company's profile on SEDAR at www.sedar.com or may be obtained upon request from the head office of the Company, Suite 3100 – 595 Burrard Street, Vancouver, British Columbia V7X 1J1. All Company personnel are encouraged to report violations of the Code in accordance with the procedures set forth in the Code.

In addition to responding to any complaints or violations reported directly to board members, the Board makes periodic inquiries of Company management as to issues related to compliance with Code requirements. In addition, in the course of regular business and operations updates provided by Company management to the board, there are

opportunities to discuss any compliance issues. The Company is also developing a program pursuant to which employees of the Company will sign a document certifying to comply with the Code. Directors of the Company would sign the document on an annual basis and also certify compliance for the previous year.

Conflict of Interest Policy

As required under the BCBCA and the Company's Articles:

- A director or executive officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or executive officer of the Company, must promptly disclose the nature and extent of that conflict.
- A director who holds a disclosable interest (as that term is used in the BCBCA) in a contract or transaction into which the Company has entered or proposes to enter may not vote on any directors' resolution to approve the contract or transaction.

Directors or executive officers who have disclosed a material interest in any transaction or agreement that the Board is considering must abstain from voting on such matters. Generally, as a matter of practice, directors or executive officers who have disclosed a material interest in any transaction or agreement that the Board is considering do not take part in any Board discussion with respect to that contract or transaction.

Insider Trading Policy

The Company has adopted an Insider Trading Policy to assist directors, officers, employees and contractors in meeting their obligations under applicable securities laws, rules and regulations and the rules and regulations of the stock exchanges on which the Company's securities are listed. The policy prohibits trading on material, non-public information and describes certain blackout periods and insider reporting obligations under applicable laws.

Disclosure Policy

The Company has adopted a Corporate Communications Policy that supports the Company's commitment to timely disclosure of material information. Among other matters, the policy sets out the Company's disclosure principles, details procedures for dissemination of material information, including news releases and public filings, and specifies parameters for contact with the investment community, the media and analysts.

Whistleblower Policy

The Company has adopted a whistleblower policy that governs the process through which its officers, employees and others, either directly or anonymously, can notify either Whistleblower Security Inc., a third party service provider, the Chairman of the Audit Committee or the Chairman of the Board of Directors, of concerns relating to the Company's accounting, internal controls or auditing matters.

Anti-Corruption Policy

The Company has adopted an anti-corruption policy that prescribes standards of professional and ethical conduct for the Company's representatives, including its directors, officers, employees, consultants and those indirectly representing the Company or any of its subsidiaries and affiliates. The policy prohibits any of the Company's representatives from achieving results through violations of laws or regulations, or through unscrupulous dealings.

Nomination of Directors

The Corporate Governance and Nominating Committee is responsible for identifying and recommending to the Board of Directors potential candidates to fill Board vacancies as and when they arise. The Corporate Governance and Nominating Committee is currently comprised of Robert Cross and John Ivany, each of whom is an independent director within the meaning of all applicable Canadian and U.S. securities laws and regulations and the rules of the

TSX and NYSE MKT. Prior to making a nomination, the Corporate Governance and Nominating Committee considers the balance of skills, knowledge and experience on the Board and, in light of this prepares a description of the role and capabilities required for a particular appointment. Taking this into account, the Corporate Governance and Nominating Committee identifies suitable candidates by considering candidates from a wide range of backgrounds based on merit and against objective criteria and taking care that appointees have enough time to devote to the position.

The Corporate Governance and Nominating Committee also reviews the structure, size and composition required of the Board compared to its current position and makes recommendations to the Board with regard to any changes. The Corporate Governance and Nominating Committee also annually assesses directors and makes recommendations to the Board concerning the re-election of any director at the conclusion of their specified term of office and the continuation in office of any director, having due regard to their performance and ability to continue to contribute to the Board. The Corporate Governance and Nominating Committee also recommend individual directors to the Board to serve as members or chairs of the Audit Committee and the Compensation Committee and any other committees established by the Board from time to time. The Corporate Governance and Nominating Committee ensures that new directors are formally advised as to what is expected of them and makes recommendations respecting orientation of new Board members and ongoing education of all Board members.

In addition to its nomination function, the Corporate Governance and Nominating Committee is responsible for establishing and reviewing the Company's corporate governance practices as well as reviewing and assessing the Company's ongoing compliance with the various securities and regulatory authorities that govern it, as well as ensuring that the Company continues to conduct itself in a manner appropriate for that of a public company in accordance with its corporate governance practices. The Corporate Governance and Nominating Committee is also responsible for the development of the Company's code of conduct, and for monitoring compliance with the code.

Compensation

The Board of Directors has appointed a Compensation Committee with responsibility for determining the compensation of officers within the terms of the framework or broad policy determined and agreed with the Board for that purpose. The Compensation Committee reports formally to the Board making recommendations on individual officer compensation to the Board for its approval.

The Compensation Committee charter provides that the Compensation Committee must consist of at least three members, all of whom must be independent within the meaning of applicable legal and regulatory requirements. The Compensation Committee is currently comprised of Robert Cross, Robert Gayton and Barry Rayment, each of whom is an independent director within the meaning of all applicable Canadian and U.S. securities laws and regulations and the rules of the TSX and NYSE MKT.

On an ongoing basis, the Board, in consultation with the Compensation Committee, considers the adequacy and form of director compensation taking into account the responsibilities and risks involved in being a director. In determining the appropriate level of compensation, the Board considers the types and amounts of compensation paid to directors of comparable public companies.

The Company has adopted a written charter for the Compensation Committee that sets out the committee's responsibilities, structure and operations. Pursuant to its charter, the Compensation Committee, among other things:

- recommends to the Board human resources and compensation policies and guidelines for application to the Company;
- reviews and recommends any changes deemed necessary to the Company's domestic and international compensation and human resources policies and procedures;
- ensures that the Company has in place programs to attract and develop management of the highest calibre and a process to provide for the orderly succession of management and, in particular, that (i) properly reflect the duties and responsibilities of members of management, (ii) are effective and competitive in attracting, retaining and motivating people of the highest quality, and (iii) are based on established corporate and individual performance objectives;

- reviews and approves the corporate goals and objectives relevant to the compensation of the Chief Executive Officer on an annual basis, evaluates the Chief Executive Officer's performance in light of these goals and objectives and recommends the compensation of the Chief Executive Officer based on this evaluation;
- reviews, on an annual basis, the salary, bonus and other benefits, direct and indirect, of the President and Chief Executive Officer and makes recommendations in respect thereof for approval by the Board, provided that such Board approval will include the approval of a majority of directors that are "independent" of the Company;
- reviews, on an annual basis, the performance of and proposed compensation for all other executive officers of the Company after considering the recommendations of the President and Chief Executive Officer, all within the human resources and compensation policies and guidelines approved by the Board, and makes recommendations in respect thereof for approval by the Board, provided that such Board approval will include the approval of a majority of directors that are "independent" of the Company;
- oversees the implementation and administration of human resources and compensation policies approved by the Board concerning (i) executive compensation, contracts, stock plans or other incentive plans, and (ii) proposed personnel changes involving officers reporting to the President and Chief Executive Officer;
- reviews any proposed amendments to the Company's incentive stock option plan and reports to the Board;
- reviews and makes recommendations to the Board concerning the recommendations of the President and Chief Executive Officer for stock option grants to directors, executive officers, employees and consultants of the Company and its affiliates under the Company's incentive stock option plan;
- annually receives from the President and Chief Executive Officer recommendations concerning annual compensation policies and budgets for all employees; and
- periodically reviews the adequacy and form of the compensation of directors to ensure that the compensation appropriately reflects the responsibilities and risks involved in being an effective director, and to report and make recommendations to the Board accordingly.

The Compensation Committee meets at least twice a year and at such other times as required. The Compensation Committee is authorized to seek any information it requires from any employee of the Company and to obtain, at the Company's expense, outside professional advice in order to properly and fully perform its duties and responsibilities.

Audit Committee

The Audit Committee of the Company is composed of Messrs. Robert Gayton (Chairman), Barry Rayment and John Ivany. All members of the Audit Committee are: (i) independent within the meaning of NI 52-110, which provides that a member shall not have a direct or indirect material relationship with the Company which could, in the view of the Board of Directors, reasonably interfere with the exercise of a member's independent judgment; (ii) independent within the meaning of Rule 10A-3 under the Exchange Act and the applicable rules of the NYSE MKT; and (iii) considered to be financially literate under NI 52-110 and the applicable rules of the NYSE MKT. The Board has determined that Mr. Gayton qualifies and an "audit committee financial expert" within the meaning of the applicable U.S. securities laws.

It is the Board of Directors' responsibility to ensure that an effective internal control framework exists within the Company. The Audit Committee has been formed to assist the Board of Directors to meet its oversight responsibilities in relation to the Company's financial reporting and external audit function, internal control structure and risk management procedures. In doing so, it is the responsibility of the Audit Committee to maintain free and open communication between the Audit Committee, the external auditors and the management of the Company.

The Audit Committee reviews the effectiveness of the Company's financial reporting and internal control policies and its procedures for the identification, assessment, reporting and management of risks. The Audit Committee

oversees and appraises the quality of the external audit and the internal control procedures, including financial reporting and practices, business ethics, policies and practices, accounting policies, and management and internal controls.

For further information regarding the Company's Audit Committee, please refer to the section entitled "Audit Committee" in the Company's Annual Information Form dated March 27, 2015, which is available under the Company's profile on SEDAR at www.sedar.com or may be obtained upon request from the Secretary of the Company, Suite 3100, Three Bentall Centre, 595 Burrard Street, Vancouver, British Columbia V7X 1J1.

Health, Safety, Environment, and Social Committee

The Board of Directors has appointed a Health, Safety, Environment and Social ("HSES") Committee with responsibility for ensuring that the Company implements the standards necessary for (i) effective occupational health and safety measures for all workers, contractors and visitors; (ii) on-going compliance with all relevant host country and corporate environmental policies and requirements; and (iii) effective implementation of corporate social responsibility programs that are transparent and directed towards sustainable initiatives developed by the company. The HSES Committee is currently comprised of Messrs. Barry Rayment (Chairman), Jerry Korpan and Clive Johnson.

It is a requirement that the Board of Directors review HSES procedures and key performance indices to ensure HSES targets are in line with the corporate policies of the Company. Corporate HSES policies are reviewed no less than annually and approved by the HSES Committee for implementation by all Company personnel. Additionally, the Board requires an internal audit of all facilities at all phases of the mining life cycle be conducted every two years. Results of the audits are reviewed by the HSES Committee.

Assessments

As part of its mandate, the Corporate Governance and Nominating Committee annually reviews the size and effectiveness of the Board of Directors, the committees of the Board, and the individual directors, and report on such assessments to the Chairman of the Board and the Board. The Corporate Governance and Nominating Committee circulates a written survey questionnaire to directors assessing the effectiveness of the Board and its committees in respect of: Board organization and structure; Board culture; Board information and resources; strategy and plans; policies and procedures; shareholder and corporate communications; and ways to enhance Board performance. The Board evaluation process is designed to provide directors with an opportunity each year to examine how the Board is operating and to make suggestions for improvement. The Corporate Governance and Nominating Committee reviews the results and makes any necessary recommendation to the Board for adoption.

Term Limits

As the majority of the current directors are independent, and as the Company has adopted a Majority Voting Policy, the Board of Directors has determined that it is unnecessary at this time to adopt a formal policy regarding term limits or other mechanisms of board renewal.

Gender Diversity

In determining candidates for election to the Board or appointment to executive office, the Board does not consider the level of representation of women on the Board or in senior executive office, but rather makes their nomination and appointment decisions based on merit, by assessing whether a person's skills and experience are appropriate for particular roles. The Company has determined that, due to its current stage of development and the fact that the current nomination and appointment procedures have yielded appropriate candidates for nomination to the Board and appointment to executive office, it is unnecessary at this time to adopt a policy regarding the identification and nomination of female directors or the appointment of female executive officers, or to set targets for female directors or female executive officers.

As at May 8, 2015, there are no women holding executive office in the Company and the major subsidiaries of the Company. There are no women currently sitting on the Board of Directors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the informed persons of the Company, nor any proposed nominee for election as a Director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, in any transactions since the commencement of the Company's last completed financial year, or in any proposed transaction which in either case, has or will materially affect the Company, except as disclosed herein.

Applicable securities legislation defines, "informed person" to mean any of the following: (a) a director or executive officer of a reporting issuer; (b) a director or officer of a person or company that is itself an informed person or subsidiary of a reporting issuer; (c) any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth in this Information Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the Company's most recently completed financial year, no proposed nominee for election as a director of the Company and no associate or affiliate of any of the foregoing has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted at the Meeting, except for any interest arising from the ownership of shares of the Company where the shareholder will receive no extra or special benefit or advantage not shared on a pro-rata basis by all holders of shares of the Company.

ANY OTHER MATTERS

Management of the Company knows of no matters to come before the Meeting other than those referred to in the Notice of Meeting accompanying this Information Circular. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy accompanying this Information Circular to vote the same in accordance with their best judgment of such matters.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available under the Company's profile on the SEDAR website located at www.sedar.com. The Company's financial information is provided in the Company's audited consolidated financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above. Shareholders of the Company may request copies of the Company's audited financial statements and related management discussion and analysis by contacting Shaun Johnson, Associate, Investor Relations, Suite 3100, 595 Burrard Street, Vancouver, British Columbia V7X 1J1 (Tel: 604-681-8371).

SCHEDULE A
PROPOSED AMENDED AND RESTATED STOCK OPTION PLAN

B2GOLD CORP.

INCENTIVE STOCK OPTION PLAN
(AMENDED AND RESTATED)

1. *Name and Purpose of the Plan*
 - 1.1 The stock option plan constituted hereby for directors, officers and Service Providers (as defined below) of B2Gold Corp. (the “Company”) and its subsidiaries shall be known as the Stock Option Plan (Amended and Restated) (the “Plan”). This Plan, effective May 7, 2015, amends, restates and replaces the Stock Option Plan adopted on May 6, 2011, as amended on May 14, 2014.
 - 1.2 The purpose of the Plan is to provide Eligible Persons with an opportunity to purchase Common Shares and to benefit from the appreciation in the value thereof. This will provide an increased incentive for the Eligible Persons to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Company and its associated, affiliated, controlled and subsidiary companies to attract and retain individuals of exceptional skill.
2. *Interpretation*
 - 2.1 Where used herein, the following terms shall have the following meanings, respectively:
 - (a) “Associate” means an associate as defined in the *Securities Act*;
 - (b) “Blackout Period” has the meaning ascribed to such term in Section 19;
 - (c) “Board” or “Board of Directors” means the board of directors of the Company, as such may be constituted from time to time;
 - (d) “Code” means the U.S. Internal Revenue Code of 1986, as amended;
 - (e) “Common Shares” means the common shares of the Company or, in the event of an adjustment contemplated by Section 10 hereof, such other shares to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment;
 - (f) “Company” means B2Gold Corp., and includes any successor company thereof;
 - (g) “Disability” means, with respect to any U.S. Participant, that such U.S. Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months. The preceding definition of the term “Disability” is intended to comply with, and will be interpreted consistently with, sections 22(e)(3) and 422(c)(6) of the Code;

- (h) “Eligible Person” means, subject to all applicable laws, any director, officer, employee or Service Provider of the Company or any of its associated, affiliated, controlled and subsidiary companies;
- (i) “Employee” means a person who is an employee of the Company (or any Parent or Subsidiary) for purposes of section 422 of the Code;
- (j) “Exchange” means the Toronto Stock Exchange or, if the Common Shares are not then listed and posted for trading on the Toronto Stock Exchange, on such stock exchange in Canada on which such shares are listed and posted for trading as may be selected for such purpose by the Board;
- (k) “Fair Market Value” as of any date, means, with respect to any property (including, without limitation, any Common Share), the fair market value, as of such date, of such property, determined by such methods or procedures as are established from time to time by the Board. Unless otherwise determined by the Board, the fair market value of a Common Share as of a given date will be the closing sale price of the Common Shares on the Exchange (or, if such Common Shares are not then listed and posted for trading on the Exchange, on such stock exchange on which such Common Shares are listed and posted for trading as may be selected for such purpose by the Board) on the trading day immediately preceding such date;
- (l) “Grant Date” means, with respect to any Option, the date on which the Board makes the determination to grant such Option or any later date specified by the Board;
- (m) “Incentive Stock Option” means an Option granted to a U.S. Participant that is intended to qualify as an “incentive stock option” pursuant to Section 422 of the Code;
- (n) “Insider” means:
 - (i) an insider as defined in the *Securities Act*, other than a person who is an insider solely by virtue of being a director or senior officer of a subsidiary company; and
 - (ii) an Associate of any person who is an insider under paragraph (i) of this definition;
- (o) “Market Price” of Common Shares at any Grant Date means the closing price per Common Share on the Exchange for the last day Common Shares were traded prior to the Grant Date;
- (p) “Non-Employee Director” means any director of the Company or any of its associated, affiliated, controlled or subsidiary companies who does not have an employment or consulting agreement with the Company or one of its associated, affiliated, controlled or subsidiary companies;
- (q) “Nonqualified Stock Option” means an Option that is not an Incentive Stock Option;
- (r) “Option” means an option to purchase Common Shares granted by the Board to a Participant, subject to the provisions contained herein;

- (s) “Option Price” means the price per share at which Common Shares may be purchased under the Option, as the same may be adjusted in accordance with Sections 4 and 10 hereof;
- (t) “Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each corporation in such chain (other than the Company) owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. The preceding definition of the term “Parent” is intended to comply with, and will be interpreted consistently with, section 424(e) of the Code;
- (u) “Participant” means an Eligible Person to whom Options are granted by the Board pursuant to the Plan and which Options or a portion thereof remain unexercised;
- (v) “Plan” means this Stock Option Plan of the Company, as the same may be amended or varied from time to time;
- (w) “Securities Act” means the *Securities Act* (Ontario), as amended or replaced from time to time;
- (x) “Service Provider” means:
 - (i) an employee (including full-time and part-time employees) of the Company or any of its subsidiary company’s;
 - (ii) any other individual, corporation, partnership or other entity engaged on a *bona fide* basis to provide ongoing management or consulting services to the Company, to a subsidiary company controlled company for an initial, renewable or extended period of twelve months or more; and
 - (iii) any individual who is providing ongoing management or consulting services to the Company, to a subsidiary company or controlled company indirectly through a corporation, partnership or other entity that is a Service Provider under section (ii) of this definition;
- (y) “Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each corporation (other than the last corporation) in such chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. The preceding definition of the term “Subsidiary” is intended to comply with, and will be interpreted consistently with, Section 424(f) of the Code;
- (z) “U.S. Participant” means a Participant who is a citizen of the United States or a resident of the United States, as defined in Section 7701(a)(30)(A) and Section 7701(b)(1) of the Code; and
- (aa) “10% Shareholder” means any U.S. Participant who owns, taking into account the constructive ownership rules set forth in Section 424(d) of the Code, more than ten percent (10%) of the total combined voting power of all classes of stock of the Company (or of any Parent or Subsidiary).

- 2.2 For the purposes of the Plan, associated companies, affiliated companies, controlled companies and subsidiary companies have the meanings set forth under Section 1 of the *Securities Act*.
3. *Shares Subject to Plan and Granting of Options*
- 3.1 The Board of Directors may, from time to time, in its discretion grant Options to Eligible Persons subject to the conditions contained herein and such additional conditions as may be determined by the Board from time to time.
- 3.2 The maximum number of Common Shares that may be issuable pursuant to Options granted under the Plan, which Options are outstanding but unexercised and whether or not they are vested, and all of the Company's other previously established and outstanding or proposed share compensation arrangements, shall be a number equal to 8.5% of the number issued and outstanding Common Shares on a non-diluted basis at any time.
- 3.3 The Common Shares in respect of which Options are terminated, cancelled or expired unexercised shall be available for subsequent Options pursuant to Section 21. No fractional Common Shares may be purchased or issued hereunder.
- 3.4 Any grant of Options under the Plan shall be subject to the following restrictions, unless approved by a majority of the disinterested shareholders of the Company:
- (a) the aggregate number of Common Shares issuable pursuant to Options granted to Insiders, at any time, pursuant to the Plan and all of the Company's other previously established and outstanding or proposed share compensation arrangements may not exceed 8.5% of the issued and outstanding Common Shares (on a non-diluted basis) at the time of grant;
 - (b) the aggregate number of Common Shares issued to Insiders pursuant to the Plan and all of the Company's other previously established and outstanding or proposed share compensation arrangements within any one-year period may not exceed 8.5% of the issued and outstanding Common Shares (on a non-diluted basis) at the time of grant;
 - (c) the aggregate number of Common Shares issuable to any one individual Participant pursuant to the Plan and all of the Company's other previously established and outstanding or proposed share compensation arrangements within any one-year period may not exceed 5% of the outstanding Common Shares (on a non-diluted basis) at the time of the grant; and
 - (d) the aggregate number of Common Shares issuable pursuant to Options granted to Non Employee Directors, as a group, at any time, pursuant to the Plan and all of the Company's other previously established and outstanding or proposed share compensation arrangements may not exceed 1% of the outstanding Common Shares (on a non-diluted basis) at the time of grant and the aggregate value of Options (based on the fair value of the Options at the time of grant) granted to any Non Employee Director in any calendar year may not exceed \$100,000.

The aforementioned limits of Common Shares reserved for issuance may be formulated on a diluted basis with the consent of the Exchange.

4. *Purchase Price*

- 4.1 The Option Price of any Option granted shall be fixed by the Board of Directors but shall not be less than the Market Price on the Grant Date or such other minimum price as the Exchange may require. Notwithstanding any other term in this Plan to the contrary, the Option Price of any Option granted to a U.S. Participant shall not be less than 100% of the Fair Market Value of a Common Share on the applicable Grant Date.

5. *Option Term*

- 5.1 Common Shares subject to each Option shall become purchasable in whole or in part at such time or times as may be determined by the Board of Directors. Subject to Sections 16 and 19, each Option shall not be exercisable after the expiration of ten (10) years from the date of the granting of the Option and may expire on such earlier date or dates as may be fixed by the Board of Directors. Any Common Shares not purchased prior to the expiration of an Option granted hereunder may thereafter be reallocated in accordance with the provisions of the Plan.

6. *Non-Transferable*

- 6.1 Options granted to Participants under the Plan shall be non-transferable and non-assignable by the Participant to whom it was granted, other than by will or the laws of descent and distribution and, shall be exercisable during the Participant's lifetime only by the Participant, provided that, subject to the prior approval of the Board and the Exchange, an Option may be assigned to a corporation controlled by the Participant and 100% beneficially owned by the Participant, which control and ownership shall continue for so long as any part of the Option remains unexercised. *However, see Section 16 for applicable restrictions on transferability for Incentive Stock Options granted to U.S. Participants.*

7. *Employees and Service Providers*

- 7.1 The Company represents and warrants that, with respect to the grant of Options under the Plan to Employees or Service Providers, each such the Eligible Person is a bona fide Employee or Service Provider of the Company, as applicable.
- 7.2 The Plan does not confer upon a Participant any right with respect to continuation of employment by the Company or any of its associated, affiliated, controlled or subsidiary companies.

8. *Effect of Termination of Employment or Death*

- 8.1 In the event of death of a Participant, any Option held by such Participant at the date of death shall become exercisable in whole or in part, only if and to the extent that the Participant was entitled to exercise the Option at the date of the Participant's death, by the person(s) to whom the Participant's rights under the Option shall pass by the Participant's will or the laws of descent and distribution and Options shall be exercisable for a period of one (1) year after the date of death or prior to the expiration of the Option period in respect thereof, whichever is sooner.
- 8.2 If a Participant ceases to be employed or retained by the Company or its associated, affiliated, controlled or subsidiary companies, as the case may be, for cause or if a Participant is removed from office as a director or becomes disqualified from being a director by law, any Option or the unexercised portion thereof granted to such Participant shall terminate forthwith. If a Participant

ceases to be employed or retained by the Company or its associated, affiliated, controlled or subsidiary companies, as the case may be, other than by reason of death or termination for cause, or if a Participant ceases to be a director other than by reason of death, removal or disqualification, any Option or unexercised portion thereof held by such Participant at the effective date thereof may be exercised in whole or in part for a period that is the earlier of: (i) ninety (90) days after the Participant ceases active employment with the Company; (ii) ninety (90) days after the date of delivery of written notice of retirement, resignation or termination; (iii) the expiration date fixed by the Board; or (iv) the date the Option expires in accordance with its terms.

9. *No Rights As Shareholder*

- 9.1 No Participant shall have any of the rights as a shareholder of the Company in respect of the Common Shares subject to an Option until such Common Shares have been paid for in full and issued.

10. *Adjustment to Shares*

- 10.1 Following the date an Option is granted, the exercise price for and the number of Common Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, by the Board from time to time (on the basis of such advice as the Board considers appropriate, including, if considered appropriate by the Board, a certificate of the auditor of the Company) in the events and in accordance with the provisions set out in this Section 10, with the intent that the rights of Participants under their Options are, to the extent possible, preserved notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions will be conclusively determined by the Board, and any such determination will be binding on the Company, the Participant and all other affected parties.
- 10.2 The number of Common Shares to be issued on the exercise of an Option shall be adjusted from time to time to account for each dividend of Common Shares (other than a dividend in lieu of cash dividends paid in the ordinary course), so that upon exercise of the Option for a Common Share the Participant shall receive, in addition to such Common Share, an additional number of Common Shares ("Additional Shares"), at no further cost, to adjust for each such dividend of Common Shares. The adjustment shall take into account every dividend of Common Shares which occurs between the date of the grant of the Option and the date of exercise of the Option for such Common Share. If there has been more than one such dividend, the adjustment shall also take into account that the dividends which are later in time would have been distributed not only on the Common Share had it been outstanding, but also on all Additional Shares which would have been outstanding as a result of previous dividends.
- 10.3 If the outstanding Common Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, whether through an arrangement, amalgamation or other similar procedure or otherwise, or a share recapitalization, subdivision or consolidation, then on each exercise of the Option which occurs following such events, for each Common Share for which the Option is exercised, the Participant shall instead receive the number and kind of shares or other securities of the Company or other company into which such Common Share would have been changed or for which such Common Share would have been exchanged if it had been outstanding on the date of such event.

- 10.4 If the outstanding Common Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, in a manner other than as specified in Sections 10.2 or 10.3, then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the adjustment described in Section 10.1, and such adjustments shall be effective and binding upon the Company and the Participant for all purposes.
- 10.5 If the Company distributes, by way of a dividend or otherwise, to all or substantially all holders of Common Shares, property, evidences of indebtedness or shares or other securities of the Company (other than Common Shares) or rights, options or warrants to acquire Common Shares or securities convertible into or exchangeable for Common Shares or other securities or property of the Company, other than as a dividend in the ordinary course, then, if the Board, in its sole discretion, determines that such action equitably requires an adjustment in the exercise price under any outstanding Option or in the number(s) of Common Shares subject to any such Option, or both, such adjustment may be made by the Board and shall be effective and binding on the Company and the Participant for all purposes.
- 10.6 No adjustment or substitution provided for in this Section 10 shall require the Company to issue a fractional share in respect of any Option. Fractional shares shall be eliminated.
- 10.7 The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.
- 10.8 Any adjustment with respect to the exercise price for and number of Common Shares subject to an Option granted to a U.S. Participant pursuant to this Section 10 will be made so as to comply with, and not create any adverse consequences under, Sections 424 and 409A of the Code.
11. *Effect of Take-Over Bid*
- 11.1 If a bona fide offer (the “Offer”) for Common Shares is made to a Participant or to shareholders generally or to a class of shareholders which includes Participants, which Offer, if accepted in whole or in part, would result in the offeror acquiring control of more than 20% of the voting rights attached to all the outstanding voting securities of the Company, then the Company shall, immediately upon receipt of notice of the Offer, notify each Participant currently holding an Option of the Offer, with full particulars thereof; whereupon such Option may be exercised in whole or in part by the Participant so as to permit the Participant to tender the Common Shares received upon such exercise (the “Optioned Shares”) pursuant to the Offer.
- 11.2 Any such notice of exercise may be made conditional upon the effectiveness or completion of such Offer so that if:
- (a) the Offer is not completed within the time specified therein; or
 - (b) the Participant does not tender the Optioned Shares pursuant to the Offer; or
 - (c) all of the Optioned Shares tendered by the Participant pursuant to the Offer are not taken up and paid for by the offeror in respect thereof;

then the Optioned Shares to have been received or, in the case of clause (c) above, the Optioned Shares that are not taken up and paid for, shall be returned to the Company and reinstated as authorized but unissued Common Shares and the terms of the Option set forth in the Plan shall again apply to the Option. If any Optioned Shares are returned to the Company under this Section 11.2, the Company shall refund the exercise price to the Participant for such Optioned Shares. In no event shall the Participant be entitled to sell the Optioned Shares otherwise than pursuant to the Offer.

12. *Written Agreement*

- 12.1 A written agreement shall be entered into between the Company and each Participant, which agreement shall set out the Option Price and the terms and conditions on which the Option may be exercised, all in accordance with the provisions of the Plan. The agreement shall be in such form as the Board may from time to time approve and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting stock options in the income tax or other laws in force in any country or jurisdiction or which the person to whom the Option is granted may from time to time be a resident or citizen.

13. *Amendment of the Plan*

- 13.1 The Board may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company, the Plan or the shareholders of the Company, suspend, terminate, or discontinue the Plan at any time except with respect to any Option then outstanding under the Plan.
- 13.2 The Board may amend or revise the terms of the Plan or of any Option granted under the Plan and/or the option agreement relating thereto at any time without the consent of the Participants provided that such amendment shall:
- (a) not adversely alter or impair any Option previously granted except as permitted by the adjustment provisions of Section 10;
 - (b) be subject to any regulatory approvals including, where required, the approval of the Exchange; and
 - (c) be subject to shareholder approval, where required, by law or the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes, which may include but are not limited to:
 - (i) amendments of a typographical, grammatical, clerical or administrative nature or which are required to comply with regulatory requirements;
 - (ii) a change to the vesting provision of the Plan or any Options;
 - (iii) a change to the termination provision of any Option that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of Section 19 for a Blackout Period); and
 - (iv) a change to the Eligible Persons of the Plan.

- 13.3 Notwithstanding this Section 13, the Board shall not be permitted to amend the Option Price except as set out in Section 10 of the Plan. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Option or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board shall remain able to make such amendments to the Plan or the Options as they would have been entitled to make if the Plan were still in effect.
- 13.4 The Board, absent prior approval of the shareholders of the Company and of the Exchange or any other regulatory body having authority over the Company, will not be entitled to:
- (a) increase the maximum percentage of Shares issuable by the Company pursuant to the Plan;
 - (b) amend an Option grant to effectively reduce the Exercise Price or extend the Expiry Date;
 - (c) make a change to the class of Eligible Persons which would have the potential of broadening or increasing participation by Insiders;
 - (d) add any form of financial assistance;
 - (e) amend the Plan in order to permit Options to be transferable or assignable other than as provided for in Section 6.1; or
 - (f) amend this Section 13.4.
- 13.5 Notwithstanding any provision in the Plan to the contrary, any revision to the terms of an Option granted to a U.S. Participant shall be made only if it complies with, and does not create adverse tax consequences under, Sections 424 and/or 409A of the Code, as applicable.
14. *Administration of the Plan*
- 14.1 Within the foregoing limitations and subject to Section 14.3, the Plan shall be administered by the Board of Directors. The Company shall effect the grant of Options under the Plan, in accordance with determinations made by the Board of Directors, pursuant to the provisions of the Plan, as to those individuals eligible to be Participants and the number of Common Shares which shall be the subject of each Option, by the execution and delivery of a stock option agreement in such form which is consistent with the provisions of the Plan as may be approved by the Board.
- 14.2 All decisions and interpretations of the Board of Directors respecting the Plan or Options granted thereunder shall be conclusive and binding on the Company and the Participants and their respective legal personal representatives and beneficiaries and on all directors, officers, employees and Service Providers of the Company who are eligible under the provisions of the Plan to participate therein. No member of the Board shall be liable for any action taken or for any determination made in good faith in the administration, interpretation, construction or application of the Plan.
- 14.3 All of the powers exercisable hereunder by the Board of Directors may, to the extent permitted by applicable law and authorized by resolution of the Board of Directors, be exercised by a duly appointed committee of the Board of Directors (in which case, all references to the Board of Directors will be deemed to be references to such committee).

15. *Effective Date and Necessary Approvals*

- 15.1 No Options granted pursuant to the Plan or any amendment may be exercised by the Participants until the shareholders of the Company have approved the Plan or any amendment by the affirmative vote of a majority of the voting Common Shares of the Company at a general meeting of shareholders.
- 15.2 The obligations of the Company to sell and deliver the Common Shares on the exercise of the Options is subject to the approval of any securities regulatory authority or Exchange, which may be required in connection with the authorization, issuance or sale of such Common Shares by the Company.

16. *U.S. Provisions*

- 16.1 Common Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such Common Shares shall comply with all relevant provisions of law, including, without limitation, any applicable state securities laws, the United States *Securities Act of 1933*, as amended (the “1933 Act”), the rules and regulations thereunder and the requirements of any stock exchange or automated inter-dealer quotation system of a registered national securities association upon which such Common Shares may then be listed, and such issuance shall be further subject to the approval of counsel for the Company with respect to such compliance, including the availability of an exemption from registration for the issuance and sale of such Common Shares. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Common Shares under the Plan, or the unavailability of an exemption from registration for the issuance and sale of any Common Shares under the Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such Common Shares.
- 16.2 If the Common Shares issuable upon exercise of the Options have not been registered under the 1933 Act, as a condition to the exercise of an Option, the Company may require the Participant to represent and warrant in writing at the time of such exercise that the Common Shares are being purchased only for investment and without any then present intention to sell or distribute such Common Shares. At the option of the Company, a stop-transfer order against such Common Shares may be placed on the shareholder register and records of the Company, and a legend indicating that the Common Share(s) may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, may be stamped on the certificates representing such Common Shares in order to assure an exemption from registration. The Company also may require such other documentation as may from time to time be necessary to comply with federal and state securities laws. The Company has no obligation to undertake registration of Options or the Common Shares of stock issuable upon the exercise of Options.
- 16.3 Incentive Stock Options
- (a) Maximum Number of Shares for Incentive Stock Options. Notwithstanding any other provision of this Plan to the contrary, the aggregate number of Common Shares available for Incentive Stock Options is 13,000,000, subject to adjustment pursuant to Section 10 of this Plan and subject to the provisions of Sections 422 and 424 of the Code.
- (b) Designation of Options. Each option agreement with respect to an Option granted to a U.S. Participant shall specify whether the related Option is an Incentive Stock Option or a

Nonqualified Stock Option. If no such specification is made in the option agreement, the related Option will be a Nonqualified Stock Option.

- (c) Special Requirements for Incentive Stock Options. In addition to the other terms and conditions of this Plan (and notwithstanding any other term or condition of this Plan to the contrary, except Section 17, which shall take precedence over this Section 16.3(c) in the event of any conflict between such Sections), the following limitations and requirements will apply to an Incentive Stock Option:
- (i) An Incentive Stock Option may be granted only to an Employee.
 - (ii) The aggregate Fair Market Value of the Common Shares (determined as of the applicable Grant Date) with respect to which Incentive Stock Options are exercisable for the first time by any U.S. Participant during any calendar year (pursuant to this Plan and all other plans of the Company and of any Parent or Subsidiary) will not exceed one hundred thousand United States dollars (U.S.\$100,000) or any other limitation subsequently set forth in Section 422(d) of the Code.
 - (iii) The exercise price per Common Share payable upon exercise of an Incentive Stock Option will be not less than one hundred percent (100%) of the Fair Market Value of a Common Share on the applicable Grant Date; *provided, however*, that the exercise price per Common Share payable upon exercise of an Incentive Stock Option granted to a U.S. Participant who is a 10% Shareholder on the applicable Grant Date will be not less than one hundred ten percent (110%) of the Fair Market Value of a Common Share on the applicable Grant Date.
 - (iv) No Incentive Stock Option may be granted more than ten (10) years after the earlier of (i) the date on which this Plan is adopted by the Board or (ii) the date on which this Plan is approved by the shareholders of the Company.
 - (v) An Incentive Stock Option will terminate and no longer be exercisable no later than ten (10) years after the applicable Grant Date; *provided, however*, that an Incentive Stock Option granted to a U.S. Participant who is a 10% Shareholder on the applicable Grant Date will terminate and no longer be exercisable no later than five (5) years after the applicable Grant Date.
 - (vi) If a U.S. Participant who has been granted an Incentive Stock Option ceases to be an Employee, the Option Agreement with respect to such Incentive Stock Option may provide that it is exercisable as follows:
 - (1) If a U.S. Participant who has been granted an Incentive Stock Option ceases to be an Employee due to the death of such U.S. Participant, such Incentive Stock Option may be exercised (to the extent such Incentive Stock Option was exercisable on the date of death) by the estate of such U.S. Participant, or by any person to whom such Incentive Stock Option was transferred in accordance with Section (c)(viii) below, for a period of one (1) year after the date of death (but in no event beyond the term of such Incentive Stock Option).

- (2) If a U.S. Participant who has been granted an Incentive Stock Option ceases to be an Employee due to the Disability of such U.S. Participant, such Incentive Stock Option may be exercised (to the extent such Incentive Stock Option was exercisable on the date of Disability) by such U.S. Participant for a period of ninety (90) days after the date of Disability (but in no event beyond the term of such Incentive Stock Option).
- (3) If a U.S. Participant who has been granted an Incentive Stock Option ceases to be an Employee due to termination for cause, such Incentive Stock Option will terminate and become null and void.
- (4) If a U.S. Participant who has been granted an Incentive Stock Option ceases to be an Employee for any reason other than the death or Disability of such U.S. Participant or termination for cause, such Incentive Stock Option may be exercised (to the extent such Incentive Stock Option was exercisable on the date of termination) by such U.S. Participant for a period ninety (90) days after the date of termination (but in no event beyond the term of such Incentive Stock Option).
- (5) For purposes of this Section (c)(vi) and any option agreement relating to an Incentive Stock Option issued to a U.S. Participant, the employment of a U.S. Participant who has been granted and Incentive Stock Option will not be considered interrupted or terminated upon (a) sick leave, military leave or any other leave of absence approved by the Board that does not exceed ninety (90) days in the aggregate; *provided, however*, that if reemployment upon the expiration of any such leave is guaranteed by contract or applicable law, such ninety (90) day limitation will not apply, or (b) a transfer from one office of the Company (or of any Parent or Subsidiary) to another office of the Company (or of any Parent or Subsidiary) or a transfer between the Company and any Parent or Subsidiary.
- (vii) An Incentive Stock Option granted to a U.S. Participant may be exercised during such U.S. Participant's lifetime only by such U.S. Participant.
- (viii) An Incentive Stock Option granted to a U.S. Participant may not be transferred, assigned, pledged, hypothecated or otherwise disposed of by such U.S. Participant, except by will or by the laws of descent and distribution.
- (ix) In the event that this Plan is not approved by the shareholders of the Company within twelve (12) months before or after the date on which this Plan is adopted by the Board, any Incentive Stock Option granted under this Plan will automatically be deemed to be a Nonqualified Stock Option.

17. *Options to California Residents*

- 17.1 Notwithstanding any other provision of this Plan or any option agreement, if the Company grants an Option to a Participant that is a resident of the State of California and such Option grant is not exempt from qualification under the California securities laws other than pursuant to Section

25102(o) of the California Corporations Code, or any successor thereto, the following provisions shall apply:

- (a) If such a Participant's employment is terminated other than for cause (as defined by applicable law, the terms of the Plan, the terms of the award agreement or the terms of a contract of employment), such Option shall continue to be exercisable, to the extent that the Participant is entitled to exercise on the date employment terminates, until a date not earlier than the earliest to occur of (i) the Option expiration date or (ii)(x) at least six (6) months from the date of termination if termination was caused by death or Disability, or (y) at least thirty (30) days from the date of termination if termination was caused by other than death or Disability;
- (b) Each Option shall not be exercisable after the expiration of ten (10) years from the date of the granting of the Option; and
- (c) No Option shall be granted to such a Participant after ten years from the earlier of the date of adoption of the Plan by the Board or the date of shareholder approval or any earlier date of discontinuation or termination established pursuant to Section 13.

18. *Withholding*

- 18.1 As a condition of and prior to participation in the Plan, each Participant authorizes the Company to withhold from any amount otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan. The Company shall also have the right in its discretion to satisfy any such liability for withholding or other required deduction amounts by retaining or acquiring any Option Shares, or retaining any amount payable, which would otherwise be issued or delivered, provided or paid to a Participant under the Plan. The Company may require a Participant, as a condition to exercise of an Option to pay or reimburse the Company for any such withholding or other required deduction amounts related to the exercise of Options.

19. *Extension of Expiry Date of Options Expiring During a Trading Ban*

- 19.1 If the term of an Option held by a Participant expires during a restricted trading period imposed by the Company pursuant to which the Company's management and directors are prohibited from trading in the Company's securities (the "Blackout Period"), then the term of such Option or unexercised portion thereof shall be extended and shall expire ten (10) business days after the end of the Blackout Period.
- 19.2 Notwithstanding the foregoing, if at the time the Participant ceases to be a director, officer, employee or Service Provider due to early retirement, voluntary resignation or termination by the Company for reasons other than Cause, there is a Blackout Period, or if at any time during the ninety (90) day period set out in Section 8.2, there is a Blackout Period, then in calculating the time that the Option then held by the Participant shall be exercisable to acquire any Common Shares that have vested, the portion of such ninety (90) day period that remains upon commencement of a Blackout Period shall be in addition to any such blackout period.

20. *Government/Exchange Requirements*

20.1 The Company's obligation to issue and deliver Common Shares under any Option is subject to:

- (a) the satisfaction of all requirements under applicable securities laws in respect thereof and obtaining all regulatory approvals as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and
- (c) the receipt by the Company from the Participant of such representations, warranties, agreements and undertakings as to future dealings in such Common Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

The Company shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares in compliance with applicable securities laws and for the listing of such Common Shares on any stock exchange on which such Common Shares are then listed.

21. *Common Shares not Acquired*

21.1 Any Common Shares not acquired by a Participant under an Option, which have been cancelled or expired in accordance with their terms, may be made the subject of a further Option grant pursuant to the provisions of the Plan.

22. *Exchange Rules*

22.1 All Options granted pursuant to the Plan will be subject to the rules and policies of the Exchange and any other regulatory body having jurisdiction over the Company.

23. *No Representation or Warranty*

23.1 The Company makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the Plan.

24. *General Provisions*

24.1 Nothing contained in the Plan shall prevent the Company or any of its affiliates from adopting or continuing in effect other compensation arrangements (subject to shareholder approval if such approval is required by the Exchange) and such arrangements may be either generally applicable or applicable only in specific cases.

24.2 The validity, construction and effect of the Plan, the grants of Options, the issue of Common Shares, any rules and regulations relating to the Plan any written agreement, and all determinations made and actions taken pursuant to the Plan, shall be governed by and determined in accordance with the laws of the Province of British Columbia.

- 24.3 If any provision of the Plan or any written agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any person or Option, or would disqualify the Plan or any Option under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Board, materially altering the intent of the Plan or the Option, such provision shall be stricken as to such jurisdiction, person, or Option and the remainder of the Plan and any such written agreement shall remain in full force and effect.
- 24.4 Neither the Plan nor any Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any of its affiliates and a Participant or any other person.
- 24.5 Headings are given to the sections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.
25. *Effective Date*
- 25.1 The Plan shall become effective upon being adopted by the Board.

SCHEDULE B
PROPOSED AMENDED RESTRICTED SHARE UNIT PLAN

B2GOLD CORP.

RESTRICTED SHARE UNIT PLAN
(AMENDED)

1. GENERAL

1.1. Purpose

The B2Gold Corp. Restricted Share Unit Plan has been established to provide a greater alignment of interests between Designated Participants and shareholders of the Company, and to provide a compensation mechanism for Designated Participants that appropriately reflects the responsibility, commitment and risk accompanying their management roles. The Plan is also intended to assist the Company to attract and retain Designated Participants with experience and ability, and to allow Designated Participants to participate in the success of the Company. This Plan, effective May 7, 2015, amends the Restricted Share Unit Plan adopted on May 6, 2011, as amended on May 14, 2014.

2. INTERPRETATION

2.1. Definitions

In this Plan, the following terms shall have the following meanings:

“**Acquirer**” has the meaning ascribed thereto in Section 6.3(a);

“**Affiliate**” has the meaning ascribed thereto in the TSX Company Manual;

“**Applicable Law**” means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder, and the TSX Rules;

“**Associate**” means an associate as defined in the *Securities Act* (Ontario);

“**Beneficiary**” means any person designated by a Designated Participant by written instrument filed with the Committee to receive any amount payable in respect of Restricted Share Units in the event of the Designated Participant’s death or, failing any such effective designation, the Designated Participant’s estate;

“**Blackout Period**” means, in respect of a Designated Participant, an interval of time during which the Company has determined pursuant to applicable securities laws or any policy of the Company that no Designated Participant may trade any securities of the Company;

“**Board**” means the Board of Directors of the Company;

“Cause” means any act, omission or course of conduct recognized as cause for dismissal under Applicable Law, including, without limitation, embezzlement, theft, fraud, wilful failure to follow any lawful directive of the Company and wilful misconduct detrimental to the interests of the Company;

“Change of Control” means:

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

“Change of Control Date” means the date on which any Change of Control becomes effective;

“Committee” means Compensation Committee of the Board, or such other committee or persons (including the Board) as may be designated from time to time to administer the Plan;

“Common Share” means a common share of the Company eligible to be voted at a meeting of shareholders of the Company;

“Company” means B2Gold Corp. and its successors;

“Control”, when applied to the relationship between a Person and a company, means:

- (a) the beneficial ownership by that Person and its Related Entities at the relevant time of securities of that company to which are attached more than 50 per cent of the votes that may be cast to elect directors, otherwise than by way of security only; and
- (b) the votes carried by such securities being entitled, if exercised, to elect a majority of the board of directors of the company;

“Designated Participant” means a director, executive officer or employee of the Company or of a Related Entity of the Company or a person designated by the Company who provides services to the Company or a Related Entity of the Company to whom Restricted Share Units are granted pursuant to Section 4.1 and the Permitted Assigns of each such director, executive officer, employee or person designated by the Company;

“Disability” means any disability with respect to a Designated Participant, which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Designated Participant from:

- (a) being employed or engaged by the Company, its Subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its Subsidiaries;
- (b) acting as a director or officer of the Company or its Subsidiaries; or
- (c) engaging in any substantial gainful activity by reason of any medically determinable mental or physical impairment;

“Good Reason” means “Good Reason” or “Good Cause” as defined in the employment agreement, if any, between the relevant Designated Participant and the Company or a Subsidiary of the Company and, if there is no such definition or agreement, “Good Reason” will arise within 12 months following a Change of Control where the Designated Participant was induced by the actions of the employer to resign or terminate his employment, other than on a purely voluntary basis, as a result of the occurrence of one or more of the following events without the Designated Participant’s written consent, provided that such resignation shall only be designated as for “Good Reason” if the Designated Participant has provided 10 days’ written notice of such occurrence to the employer immediately upon occurrence of such an event and the employer has not corrected such occurrence within such 10-day period:

- (a) a materially adverse change in the Designated Participant’s position, duties, or responsibilities other than as a result of the Designated Participant’s physical or mental incapacity which impairs the Designated Participant’s ability to materially perform the Designated Participant’s duties or responsibilities as confirmed by a physician;
- (b) a materially adverse change in the Designated Participant’s reporting relationship that is inconsistent with the Designated Participant’s title or position;
- (c) a reduction by the employer of the base salary of the Designated Participant;
- (d) a reduction by the employer in the aggregate level of benefits made available to the Designated Participant; or
- (e) the relocation by the employer of the Designated Participant’s principal office to a location that is more than 50 kilometres from the Designated Participant’s existing principal office;

“Grant Date” means with respect to particular Restricted Share Units, the date a Participant received a grant of such Restricted Share Units;

“Grant Notice” means with respect to particular Restricted Share Units, a notice substantially in the form of Schedule A and containing such other terms and conditions relating to the grant of such Restricted Share Units as the Committee may prescribe;

“Insider” means:

- (a) an insider as defined in the Securities Act (Ontario) other than a person who is an insider solely by virtue of being a director or senior officer of a Subsidiary; and
- (b) an Associate of any person who is an insider under subsection (i);

“Market Value” of a Vested Restricted Share Unit or a Common Share on any date means the volume weighted average trading price of the Common Shares on the TSX (or any other stock exchange on which the majority of the volume of trading of the Common Shares has occurred over the relevant period) over the five Trading Days immediately preceding such date; provided, however, if the Common Shares are not listed and posted for trading on any stock exchange at the time such calculation is to be made, the Market Value per Common Share shall be the market value of a Common Share as determined by the Committee acting in good faith, or in the absence of the Committee, by the Board acting in good faith;

“NI 45-106” means National Instrument 45-106 Prospectus and Registration Exemptions of the Canadian Securities Administrators;

“Permitted Assign” has the meaning ascribed thereto in Section 2.22 of NI 45-106;

“Person” includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government;

“Plan” means this Restricted Share Unit Plan, including any schedules or appendices hereto, all as amended, restated, supplemented or otherwise modified from time to time;

“Redemption Date” for a Vested Restricted Share Unit means the date that is 5 business days following the Vesting Date;

“Related Entity” means, for the Company, a Person that controls or is controlled by the Company including, for greater certainty, its Subsidiaries, or that is controlled by the same Person that controls the Company;

“Restricted Share Unit” means a right granted to a Designated Participant to receive payment in the form of Common Shares in accordance with the provisions of the Plan;

“Restricted Share Unit Account” has the meaning ascribed thereto in Section 4.7;

“Retirement” means the retirement of the Designated Participant from employment with the Company or a Related Entity of the Company, and “retires” shall have a corresponding meaning. The determination of whether a Designated Participant has retired shall be at the sole discretion of the Committee;

“security based compensation arrangement” shall have the meaning ascribed to that term in the TSX Rules;

“Subsidiary” means any corporation or company of which outstanding securities to which are attached more than 50 per cent of the votes that may be cast to elect directors thereof are held (provided that such votes are sufficient to elect a majority of such directors), other than by way of security only, by or for the benefit of the Company and/or by or for the benefit of any other corporation or company in like relation to the Company, and includes any corporation or company in like relation to a Subsidiary;

“Trading Day” means any day on which the TSX (or any other stock exchange on which the majority of the volume of trading of Common Shares occurs on the relevant day) is open for the trading of the Common Shares;

“**TSX**” means the Toronto Stock Exchange;

“**TSX Rules**” means the applicable rules and regulations of the TSX;

“**Vested Restricted Share Units**” has the meaning ascribed thereto in Sections 5.1 and 5.2; and

“**Vesting Date**” means each date on which Restricted Share Units granted to a Designated Participant, and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall vest as determined by the Committee, in its sole discretion, in connection with such grant, or as set out in the Grant Notice relating to such grant.

2.2. **Number and Gender**

This Plan shall be read with all changes in number and gender required by the context.

2.3. **Severability**

If any provision of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part of any provision thereof.

2.4. **Headings, Sections, Schedules**

Headings used in the Plan are for reference purposes only and do not limit or extend the meaning of the provisions of the Plan. A reference to a Section or Schedule shall, except where expressly stated otherwise, mean a Section or Schedule of the Plan, as applicable.

2.5. **References to Statutes, etc.**

Any reference to a statute, regulation, rule, instrument or policy statement shall refer to such statute, regulation, rule, instrument or policy statement as it may be amended, replaced or re-enacted from time to time.

2.6. **Currency**

Unless the context otherwise requires or the Committee determines otherwise, all references in the Plan to currency shall be to lawful money of Canada.

3. **ADMINISTRATION**

3.1. **Administration of the Plan**

Except for matters that are under the jurisdiction of the Board as specified under the Plan, and subject to Applicable Law, this Plan will be administered by the Committee and the Committee has sole and complete authority, in its discretion, to:

- (a) establish, amend and rescind such rules and regulations, and make such interpretations and determinations and take such other actions, as it deems necessary or desirable for the administration of the Plan;
- (b) exercise rights reserved to the Company under the Plan;

- (c) determine vesting terms and conditions for Restricted Share Units granted under the Plan; and
- (d) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.

Any interpretation and determination made, and other action taken, by the Committee shall be conclusive and binding on all parties concerned, including, without limitation, the Company and Designated Participants and, if applicable, their Beneficiaries and legal representatives.

3.2. **Eligibility**

Any individual who at the relevant time is a Designated Participant is eligible to participate in the Plan. The Company reserves the right to restrict the eligibility or otherwise limit the number of persons eligible for participation in the Plan at any time. Eligibility to participate does not confer upon any individual a right to receive an award of Restricted Share Units pursuant to the Plan.

3.3. **Taxes and Other Source Deductions**

As a condition of and prior to participation in the Plan, each Designated Participant authorizes the Company to withhold from any amount otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan. The Company shall also have the right in its sole discretion to satisfy any such liability for withholding or other required deduction amounts by requiring the Designated Participant to complete a sale in respect of such number of Common Shares, which have been issued and would otherwise be delivered to the Designated Participant under the Plan, and any amount payable from such sale will first be paid to the Company to satisfy any liability for withholding. The Company may require a Designated Participant, as a condition of participation in the Plan, to pay or reimburse the Company for any cost incurred by the Company as a result of the participation by the Designated Participant in the Plan.

Each Designated Participant or any Beneficiary, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such Designated Participant in connection with the Plan (including any taxes and penalties under any Applicable Law), and neither the Company nor any Affiliate shall have any obligation to indemnify or otherwise hold such Designated Participant or Beneficiary harmless from any or all of such taxes or penalties.

3.4. **Exemption from Plan Participation**

Notwithstanding any other provision of the Plan, if a Designated Participant is a resident in a jurisdiction in which an award of Restricted Share Units under the Plan may be considered to be income that is subject to taxation at the time of such award, the Designated Participant may elect not to participate in the Plan by providing written notice to the Secretary of the Company by the end of the calendar year prior to the year in which the affected compensation will be earned.

3.5. **Appointment of Beneficiaries**

Subject to the requirements of Applicable Law, a Designated Participant may designate in writing a Beneficiary to receive any benefits that are payable under the Plan upon the death of such Designated Participant and, from time to time, change such designation in writing. Such

designation or change shall be in such form, and executed and delivered in such manner, as the Committee may from time to time determine.

3.6. **Total Common Shares Subject to Restricted Share Units**

- (a) The aggregate number of Common Shares that may be issued pursuant to the Plan shall be, subject to Sections 4.6 and 8, 15,000,000 and no Restricted Share Unit may be granted if such grant would have the effect of causing the total number of Common Shares potentially issuable in respect of Restricted Share Units to exceed the above number of Common Shares reserved for issuance under the Plan.
- (b) To the extent Restricted Share Units are cancelled, the Common Shares subject to such Restricted Share Units shall be added back to the number of Common Shares reserved for issuance under the Plan and such Common Shares will again become available for Restricted Share Unit grants under the Plan.

4. **RESTRICTED SHARE UNIT GRANTS**

4.1. **Grants of Restricted Share Units**

Subject to the provisions of the Plan and such other terms and conditions as the Committee or the Board may prescribe, the Committee may, from time to time, grant Restricted Share Units to such Designated Participant as may be determined by the Committee in its sole discretion with effect from such dates as the Committee may specify.

4.2. **Vesting Provisions**

- (a) The Committee shall, in its sole discretion, determine the Vesting Dates and the proportion of Restricted Share Units to vest on each such Vesting Date applicable to each grant of Restricted Share Units at the time of such grant and shall specify such Vesting Dates in the Grant Notice relating to such grant.
- (b) Notwithstanding Section 4.2(a) above, unless otherwise specified herein or determined by the Committee:
 - (i) Restricted Share Units granted to a Designated Participant under Section 4.1 shall vest, as to one-third (1/3) of the number of such Restricted Share Units, on each of the first, second and third anniversaries of the Grant Date; and
 - (ii) Dividend equivalent Restricted Share Units received by a Designated Participant under Section 4.5 shall vest with the Restricted Share Units in respect of which they were credited to the Designated Participant's Restricted Share Unit Account.

4.3. **Grant Notice**

Each grant of Restricted Share Units will be evidenced by a Grant Notice. The Grant Notice will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Committee may direct. Any one officer of the Company is authorized and empowered to execute and deliver, for and on behalf of the Company, a Grant Notice to each Designated Participant.

4.4. **No Certificates**

No certificates shall be issued with respect to Restricted Share Units.

4.5. **Dividend Equivalent Restricted Share Units**

Whenever a dividend is paid on the Common Shares, additional Restricted Share Units will be credited to a Designated Participant's Restricted Share Unit Account in accordance with this Section 4.5. The number of such additional Restricted Share Units to be so credited will be calculated by dividing the dividend that would have been paid to such Designated Participant if the Restricted Share Units recorded in the Designated Participant's Restricted Share Unit Account as at the record date for the dividend had been Common Shares, whether or not vested, by the Market Value on the Trading Day immediately preceding the date on which the Common Shares began to trade on an ex-dividend basis, rounded down to the next whole number of Restricted Share Units. No fractional Restricted Share Units will thereby be created. The foregoing does not obligate the Company to pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

4.6. **Maximum Securities**

Notwithstanding Section 3.6:

- (a) the number of securities issuable to Insiders, at any time, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 8.5% of the issued and outstanding Common Shares calculated on a non-diluted basis;
- (b) the number of securities issued to Insiders, within any one year period, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 8.5% of the issued and outstanding Common Shares calculated on a non-diluted basis; and
- (c) without the prior approval of the shareholders of the Company, the number of securities issuable to non-employee directors, at any time, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 1% of the issued and outstanding Common Shares calculated on a non-diluted basis and the aggregate value of Restricted Share Units (based on the fair value of the Restricted Share Units at the time of grant) granted to any non-employee director in any calendar year may not exceed \$100,000.

4.7. **Restricted Share Unit Account**

An account, to be known as a “**Restricted Share Unit Account**”, shall be maintained by the Company for each Designated Participant and shall be credited from time to time with such Restricted Share Units as are granted to the Designated Participant and any dividend equivalent Restricted Share Units credited in respect of such Restricted Share Units.

4.8. **Statement of Account**

The Company shall mail to each Designated Participant to whom Restricted Share Units have been granted, on an annual basis, a statement reflecting the status of the Restricted Share Unit Account maintained for such Designated Participant.

4.9. **Cancellation of Restricted Share Units that Fail to Vest or Are Redeemed**

Restricted Share Units that fail to vest in accordance with Section 5 of the Plan, or that are redeemed in accordance with Section 6 of the Plan, shall be cancelled and shall cease to be recorded in the Restricted Share Unit Account of the relevant Designated Participant as of the date on which such Restricted Share Units fail to vest or are redeemed, as the case may be, and the Designated Participant will have no further right, title or interest in or to such Restricted Share Units.

5. **VESTING OF RESTRICTED SHARE UNITS**

5.1. **Vesting**

Subject to Sections 6.2 and 6.3, Restricted Share Units and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall vest on the earliest of:

- (a) the Vesting Date;
- (b) the Change of Control Date; or
- (c) such date as the Committee may determine in accordance with the provisions of this Section 5,

and such Restricted Share Units shall be considered “**Vested Restricted Share Units**”.

5.2. **Vesting on Death, Retirement, Disability or Termination without Cause**

If a Designated Participant dies, retires, suffers a Disability or is terminated without Cause prior to a Vesting Date, the Committee may determine, in its sole discretion, whether or not any or all of the Restricted Share Units and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall otherwise be considered to have vested and the date on which the Committee determines that some or all of the Designated Participant’s Restricted Share Units have vested shall be considered to be the Vesting Date for such Restricted Share Units that have so vested and such Restricted Share Units shall be considered “**Vested Restricted Share Units**”.

5.3. **Acknowledgement of Grant**

A Designated Participant shall deliver to the Company the completed Grant Notice acknowledging the grant of Restricted Share Units within 90 days after the date on which the Designated Participant receives the Grant Notice from the Company. If the Grant Notice is not delivered by the Designated Participant within such period, the Committee reserves the right to revoke the grant of such Restricted Share Units to the Designated Participant and the crediting of such Restricted Share Units to the Designated Participant’s Restricted Share Unit Account.

6. **REDEMPTION OF RESTRICTED SHARE UNITS**

6.1. **Redemption of Vested Restricted Share Units**

Subject to the remaining provisions of this Section 6, on the Redemption Date for each Vested Restricted Share Unit, the Company shall redeem all such Vested Restricted Share Units by issuing a share certificate in the name of the Designated Participant evidencing the Common

Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share.

6.2. Cessation of Employment

If the employment of a Designated Participant ceases prior to the Vesting Date, Restricted Share Units and the dividend equivalent Restricted Share Units in respect of such Restricted Share Units shall be dealt with as follows:

- (a) if a Designated Participant's Restricted Share Units have not vested pursuant to Section 5.2, and the Designated Participant's employment ceases because of the death, retirement or Disability of the Designated Participant, a *pro-rata* portion of the Designated Participant's Restricted Share Units (and any dividend equivalent Restricted Share Units credited in respect thereof) that are scheduled to vest on the next scheduled Vesting Date set forth in the Grant Notice for such Restricted Share Units shall vest, based on the number of days since the Grant Date to the date of death, retirement or Disability in relation to the total number of days from the Grant Date to such Vesting Date, and such Restricted Share Units shall be redeemed and certificates shall be issued to the Designated Participant or the Designated Participant's Beneficiary or estate in accordance with Section 6.1 on the next scheduled Vesting Date set forth in the Grant Notice;
- (b) if the Designated Participant's employment ceases because of termination for Cause or because of the resignation of the Designated Participant other than for Good Reason, all Restricted Share Units (and any dividend equivalent Restricted Share Units credited in respect thereof), whether or not vested, shall immediately expire and the Designated Participant shall have no further rights respecting such Restricted Share Units (and dividend equivalent Restricted Share Units);
- (c) if a Designated Participant's Restricted Share Units have not vested pursuant to Section 5.2, and the Designated Participant's employment ceases because of termination without Cause or resignation for Good Reason, a *pro-rata* portion of the Designated Participant's Restricted Share Units (and any dividend equivalent Restricted Share Units) that are scheduled to vest on the next scheduled Vesting Date set forth in the Grant Notice shall vest, based on the number of days since the Grant Date to the date of such termination or resignation in relation to the total number of days from the Grant Date to such Vesting Date, and such Restricted Share Units shall be redeemed and certificates shall be issued to the Designated Participant in accordance with Section 6.1 on the next scheduled Vesting Date set forth in the Grant Notice; and
- (d) the date of cessation of a Designated Participant's employment shall be the Designated Participant's last day of active employment and shall not include any period of statutory, contractual or reasonable notice or any period of deemed employment.

6.3. Change of Control

- (a) In the event of a Change of Control where the Person that acquires Control (the "**Acquirer**"), an Affiliate thereof, or the successor of the Company, agrees to assume all of the obligations of the Company under the Plan and the Committee determines that such assumption is consistent with the objectives of the Plan, the Plan and all outstanding awards will continue on the same terms and conditions, except that, if applicable, Restricted Share Units may be adjusted to a right to acquire shares of the Acquirer or its Affiliate.

- (b) In the event of a Change of Control where the Plan is continued pursuant to Section 6.3(a), the Restricted Share Units of Designated Participants whose employment thereafter ceases for any reason other than resignation without Good Reason or termination for Cause shall immediately be deemed to be Vested Restricted Share Units and the Company shall, at its option, redeem all such Vested Restricted Share Units by:
 - (i) issuing a share certificate in the name of the Designated Participant evidencing the Common Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share and the Vesting Date of such Restricted Share Units shall be the date of the termination of employment; or
 - (ii) paying to such Designated Participant a cash amount equal to the Market Value of such Vested Restricted Share Units as of the date of termination.
- (c) In the event of a Change of Control where the Acquiror or an Affiliate thereof or the successor to the Company does not agree to assume all of the obligations of the Company under the Plan, or the Committee determines that such assumption is not consistent with the objectives of the Plan, all unvested Restricted Share Units held by each Designated Participant shall immediately be deemed to be Vested Restricted Share Units and the Company shall, at its option, redeem all such Vested Restricted Share Units:
 - (i) by issuing a share certificate in the name of the Designated Participant evidencing the Common Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share and the Vesting Date of such Restricted Share Units shall be the Change of Control Date; or
 - (ii) paying to each Designated Participant a cash amount equal to the Market Value of such Vested Restricted Share Units as of the Change of Control Date.

Notwithstanding the foregoing, the Committee may terminate all or part of the Plan if it determines that it is appropriate to do so upon a Change of Control and in the event of such termination, the Plan shall terminate on the Change of Control Date on such terms and conditions as the Committee may determine.

6.4. **No Interest**

For greater certainty, no interest shall be payable to Designated Participants in respect of any amount payable under the Plan.

7. **AMENDMENT OF THE PLAN**

7.1. **Amendment**

- (a) Subject to Applicable Law and Sections 7.1(b) and 7.1(c) below, the Board may, without notice or shareholder approval, at any time or from time to time, amend, suspend or terminate the Plan for any purpose which, in the good faith opinion of the Board, may be expedient or desirable.
- (b) Notwithstanding Section 7.1(a), but subject to Section 7.1(e), the Board shall not materially adversely alter or impair any rights of a Designated Participant or materially

increase any obligations of a Designated Participant with respect to Restricted Share Units previously awarded under the Plan without the consent of the Designated Participant.

- (c) Notwithstanding Section 7.1(a), none of the following amendments shall be made to this Plan without approval by shareholders by ordinary resolution:
 - (i) increasing the number of securities issuable under the Plan, other than in accordance with the terms of this Plan;
 - (ii) making a change to the class of Designated Participants that would have the potential of broadening or increasing participation by Insiders;
 - (iii) amending Section 8.6 of the Plan;
 - (iv) permitting awards other than Restricted Share Units to be made under this Plan; and
 - (v) deleting or reducing the amendments that require shareholders' approval under this Section 7.1(a).
- (d) Without limiting the generality of the foregoing, the Board shall have the power and authority to approve amendments relating to the Plan, without obtaining shareholder approval, to the extent that such amendment:
 - (i) is of a typographical, grammatical, clerical or administrative nature or is required to comply with applicable regulatory requirements, including the TSX Rules, in place from time to time;
 - (ii) is an amendment to the Plan respecting administration of the Plan and eligibility for participation under the Plan;
 - (iii) changes the terms and conditions on which Restricted Share Units may be or have been granted pursuant to the Plan, including change to the vesting provisions of the Restricted Share Units;
 - (iv) changes the termination provisions of a Restricted Share Unit or the Plan; or
 - (v) is an amendment to the Plan of a "housekeeping nature".
- (e) If the Board terminates or suspends the plan, no new Restricted Share Units (other than dividend equivalent Restricted Share Units) will be credited to the Restricted Share Unit Account of a Designated Participant. On termination of the Plan, the vesting of any and all Restricted Share Units not then vested will be accelerated and, on a date or dates selected by the Board in its discretion, payment in the form of Common Shares will be made to the Designated Participant in respect of Restricted Share Units.
- (f) The Board shall not require the consent of any affected Designated Participant in connection with the termination of the Plan in which the vesting of all Restricted Share Units held by the Designated Participant are accelerated and payment is made to the Designated Participant in respect of all such Restricted Share Units.

- (g) The Plan will terminate on the date upon which no further Restricted Share Units remain outstanding.

8. **GENERAL**

8.1. **Adjustments**

In the event of any stock dividend, stock split, combination or exchange of shares, merger, amalgamation, arrangement or other scheme of reorganization, spin-off or other distribution of the Company's assets to shareholders (other than the payment of cash dividends in the ordinary course), or any other change in the capital of the Company affecting Common Shares, such adjustments, if any, as the Committee in its discretion may deem appropriate to preserve proportionately the interests of Designated Participants under the Plan as a result of such change shall be made with respect to the number of Restricted Share Units outstanding under the Plan.

8.2. **Compliance with Laws and Company Policies**

- (a) The terms of the Plan are subject to any Applicable Laws and governmental and regulatory requirements (including the TSX Rules), approvals and consents, and the provisions of any applicable policies of the Company that may be or become applicable. Without limiting the generality of the foregoing, the Company may, in its sole discretion, delay the crediting of Restricted Share Units to the accounts of Designated Participants and/or the redemption of Restricted Share Units if and to the extent it considers necessary or appropriate as a result of any Blackout Period.
- (b) If the Committee determines that the listing, registration or qualification of the Common Shares subject to this Plan upon any securities exchange or under any provincial, state, federal or other Applicable Law, or the consent or approval of any governmental body or securities exchange or of the shareholders of the Company is necessary or desirable, as a condition of, or in connection with, the crediting of Restricted Share Units or the issue of Common Shares hereunder, the Company shall be under no obligation to credit Restricted Share Units or issue Common Shares hereunder unless and until such listing, registration, qualification, consent or approval shall have been affected or obtained free of any conditions not acceptable to the Committee.

8.3. **Designated Participant's Entitlement**

Except as otherwise provided in this Plan, Restricted Share Units previously granted under this Plan, whether or not then vested, are not affected by any change in the relationship between, or ownership of, the Company and a Related Entity. For greater certainty, all Restricted Share Units remain valid in accordance with the terms and conditions of this Plan and are not affected by reason only that at any time, a Related Entity ceases to be a Related Entity.

8.4. **Reorganization of the Corporation**

The existence of any Restricted Share Units shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or to create or issue any bonds, debentures, shares or other securities of the Company or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company, or any amalgamation, combination, merger or consolidation involving the Company or any sale or

transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.5. Blackout Periods

If a Vested Restricted Share Unit would otherwise be redeemed during a Blackout Period or within 5 business days after the date on which the Blackout Period ends, then, notwithstanding any other provision of the Plan, the Vested Restricted Share Unit shall instead be redeemed on the date which is 10 business days after the date on which the Blackout Period ends.

8.6. Transferability of Restricted Share Units

Rights with respect to Restricted Share Units shall not be transferable or assignable other than by will or the laws of descent and distribution.

8.7. Successors and Assigns

The Plan shall be binding on the Company and on Designated Participants and, if applicable, their Beneficiaries and legal representatives.

8.8. Unfunded and Unsecured Plan

The Plan is an unfunded obligation of the Company and the Company will not secure its obligations under the Plan. Neither the establishment of the Plan nor the grant of Restricted Share Units (or any action taken in connection therewith) shall be deemed to create a trust. To the extent any individual holds any rights by virtue of a grant of Restricted Share Units under the Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company.

8.9. Market Fluctuations

No amount will be paid to, or in respect of, a Designated Participant under the Plan to compensate for a downward fluctuation on the price of Common Shares, nor will any other form of benefit be conferred upon, or in respect of, a Designated Participant for such purpose. The Company makes no representations or warranties to the Designated Participants with the respect to the Plan or the Common Shares whatsoever. In seeking the benefits of participation in the Plan, a Designated Participant agrees to accept all risks associate with a decline in the market price of Common Shares.

8.10. Participation is Voluntary; No Additional Rights

The Participation of any Designated Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Designated Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. Nothing in this Plan shall be construed to provide the Designated Participants with any rights whatsoever to participation or continue participation in this Plan or to compensation or damages in lieu of participation, whether upon termination of service as a Designated Participant or otherwise. Nothing contained in this Plan shall be deemed to give any person the right to the continuation of employment by the Company or a Related Entity of the Company or interfere in any way with the right of the Company or a Related Entity of the Company to terminate such employment at any time or to increase or decrease the compensation of such person. For greater certainty, a period of notice, if any, or payment in lieu thereof, upon termination of employment, wrongful or otherwise, shall not be considered as extending the period of employment for the purposes of the

Plan. The Company does not assume responsibility for the personal income or other tax consequences for the Designated Participants and they are advised to consult with their own tax advisors.

8.11. No Shareholder Rights

No Designated Participant has or is entitled to obtain, as a result of any entitlement to Restricted Share Units hereunder, any entitlement to Common Shares or any voting rights, rights to receive any distribution or any other rights as a shareholder of the Company.

8.12. Subject to Law

The Company's granting of any Restricted Share Units and its obligation to make any payments in respect thereof are subject to compliance with Applicable Law.

8.13. No Salary Deferral Arrangement

Notwithstanding any other provision of the Plan, it is intended that the Plan and Restricted Share Units granted under the Plan not be considered "salary deferral arrangements" under the *Income Tax Act* (Canada) and the Plan shall be administered in accordance with such intention. Without limiting the generality of the foregoing, the Committee may make such amendments to the terms of outstanding Restricted Share Units (including, without limitation, changing the Vesting Dates and Redemption Dates thereof) as may be necessary or desirable, in the sole discretion of the Committee, so that the Plan and Restricted Share Units outstanding thereunder are not considered "salary deferral arrangements".

8.14. Administration Costs

The Company will be responsible for all costs relating to the administration of the Plan.

8.15. Governing Law

The Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8.16. Effective Date

The Plan is adopted with effect from May 7, 2015.

Schedule A
Form of Grant Notice and Acknowledgement

B2Gold Corp. Restricted Share Unit Plan

B2Gold Corp. (the “**Company**”) hereby grants the following award to the Designated Participant named below in accordance with and subject to the terms, conditions and restrictions of this Grant Notice and Acknowledgement (the “**Notice**”), together with the provisions of the B2Gold Corp. Restricted Share Unit Plan (the “**Plan**”) dated May 7, 2015:

Name and Address of Designated Participant: _____

Date of Grant: _____

Total Number of Restricted Share Units _____

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Notice and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.
2. Subject to any acceleration in vesting as provided in the Plan, each Restricted Share Unit vests as follows:

[To be inserted]

3. The payment in respect of Restricted Share Units held by the Designated Participant shall be satisfied by the issuance of Common Shares to the Designated Participant on the Redemption Date.
4. Nothing in the Plan or in this Notice will affect the right of the Company or any Related Entity to terminate the employment or term of service any employee at any time for any reason whatsoever.
5. Each notice relating to any award of Restricted Share Units must be in writing and signed by the Designated Participant or its Beneficiary or legal representative. All notices to the Company must be delivered personally or by prepaid registered mail and must be addressed to the Secretary of the Company. All notices to the Designated Participant will be addressed to the principal address of the Designated Participant on file with the Company. Either the Company or the Designated Participant may designate a different address by written notice to the other. Any notice given by either the Designated Participant or the Company is not binding on the recipient thereof until received.
6. The undersigned acknowledges:
 - (a) having received a copy of the Plan and acknowledges and agrees that the terms of the Plan govern the grant of Restricted Share Units to and the rights of the undersigned hereunder and that such terms include rights of the Company to amend or terminate the Plan or any of its terms and to determine vesting and other matters at its discretion;
 - (b) that the Company or Subsidiary of the Company that employs the undersigned may be required to withhold from the undersigned's compensation and remit to the Canada

Revenue Agency or the tax agency of the country in which the Designated Participant resides income taxes and other required source deductions in respect of the redemption of Vested Restricted Share Units of the Designated Participant provided for in Section 3.3 of the Plan; and

- (c) and agrees that the undersigned will, at all times, act in strict compliance with Applicable Law and all policies of the Company applicable to the undersigned in connection with the Plan. Such Applicable Law and policies shall include, without limitation, those governing “insiders” of “reporting issuers” as those terms are construed for the purposes of applicable securities laws.

DATED this _____ day of _____, 20_____.

B2GOLD CORP.

Per: _____
Name: _____
Title: _____

_____	)	_____
Witness	)	[Name of Designated Participant]
	)	
	)	
	)	
	)	

SCHEDULE C BOARD MANDATE

1. General

The Board of Directors (the “Board”) of B2Gold Corp. (the “Company”) is responsible for the overall corporate governance of the Company and oversees and directs the management of the Company’s business and affairs. In doing so, it must act honestly, in good faith and in the best interests of the Company, consistent with applicable laws. The Board guides the Company’s strategic direction, evaluates the performance of its senior executives and reviews its financial results. In fulfilling its responsibilities, the Board is expected to take into consideration the interests of shareholders in the preservation and enhancement of the Company’s value and long term financial strength and to be able to function in a manner which allows it to make determinations independent of the views of management.

2. Duties and Responsibilities

These guidelines govern how the Board will operate to carry out its duties of stewardship and accountability.

2.1 Corporate Strategy

Management is responsible for the development of an overall corporate strategy to be presented to the Board.

The Board is responsible for:

- (a) Adopting a strategic planning process pursuant to which management develops and proposes and the Board reviews and approves significant corporate strategies and objectives, taking into account the opportunities and risks of the business.
- (b) Reviewing and approving all major acquisitions, dispositions and investments and all significant financings and other significant matters outside the ordinary course of the Company’s business.
- (c) Reviewing management’s implementation of appropriate community and environmental stewardship and health and safety management systems, taking into consideration applicable laws, Company policies and accepted practices in the mining industry.
- (d) Determining the extent of authority to be delegated to management and the limitations to be placed on the exercise of that authority. The Board determines the nature and size of transactions that will require the prior approval of the Board and which other limitations should be placed on management’s responsibility or authority.

2.2 Committees

- (a) The Board delegates authority and responsibility to deal with certain specified matters to the following four (4) standing committees:
 - Audit Committee;
 - Corporate Governance and Nominating Committee;
 - Compensation Committee; and
 - Health, Safety, Environmental and Social Committee.

- (b) Committees analyze policies and strategies developed by management that are consistent with their terms of reference. They examine proposals and, where appropriate, make recommendations to the full Board. Committees do not take action or make decisions on behalf of the Board unless specifically mandated to do so.
- (c) The committee structure may be subject to change as the Board considers from time to time which of its responsibilities can best be fulfilled through more detailed review of matters in committee.
- (d) The Corporate Governance and Nominating Committee, in conjunction with the Chairman of the Board, is responsible to the Board for annually proposing the leadership and membership of each committee. In preparing its recommendations they will take into account the skills, experience and preferences of the individual directors.
- (e) Each committee operates according to a Board approved written mandate outlining its duties and responsibilities.
- (f) All Board committees operate under the following guidelines except as otherwise provided in the applicable committee's charter:
 - (1) Each committee will meet at least once each year, or more frequently as deemed necessary by the committee. The chair or any two members of a committee may call a meeting of the committee with notice in writing of not less than forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, unless notice is waived by all members of the committee.
 - (2) Committee Chairs, in consultation with committee members and management, will set the frequency and length of Committee meetings.
 - (3) Each committee Chair, in consultation with the appropriate members of management, develops the agenda for committee meetings. Any member of a committee may request an agenda item.
 - (4) If a committee Chair is not present at any meeting of a committee, one of the other members of the committee present at the meeting shall be chosen by the committee to chair the meeting.
 - (5) A committee member may participate in a committee meeting by means of such telephone, electronic or other communication facilities. A member participating in such a meeting by such means is deemed to be present at the meeting.
 - (6) A committee may invite such director or, in consultation with the CEO, such employees of the Company as may be considered desirable to attend meetings and to assist in the discussion and consideration of the business of the committee.
 - (7) A committee may, from time to time, require the expertise of outside resources. Each committee has the authority to engage, set the terms of and compensate any outside advisor that it determines to be necessary to permit it to carry out its duties.
 - (8) Quorum for the transaction of business at any committee meeting shall be a majority of the number of members of the committee or such greater number as the committee shall by resolution determine.

- (9) At the next Board meeting following each meeting of a committee, the committee chairs report to the Board on the committees' activities. Minutes of committee meetings are made available to all directors and copies should be filed with the Corporate Secretary.
- (10) Each committee shall annually assess the adequacy of its Mandate and recommend any changes to the Board for approval.

The Board may also from time to time form and empower other committees to carry out duties specified by resolution of the Board.

2.3 Reliance on Management

The Board is responsible for the appointment, oversight and direction of senior management (including through the development and review of position descriptions for the President and Chief Executive Officer and other members of senior management), who are responsible for the conduct of the day to day operations of the Company.

In fulfilling its responsibilities, the Board is entitled to rely on senior management to carry out the Company's approved strategic and business plans and directions from the Board, and to provide regular detailed reports on their areas of responsibility.

2.4 Interaction with Management

All directors have open access to the Company's senior management. It is expected that directors will exercise judgment to ensure that their contacts will not distract from the Company's business operations.

The Board encourages individual directors to make themselves available for consultation with management outside Board meetings in order to provide specific advice and counsel on subjects where such directors have special knowledge and experience.

The Board is also responsible for establishing expectations of senior management and for monitoring corporate performance against these expectations and the Company's strategic and business plans.

The Board is responsible for determining the extent of authority to be delegated to management and the limitations to be placed on the exercise of that authority. The Board determines the nature and size of transactions that will require the prior approval of the Board and which other limitations should be placed on management's responsibility or authority.

2.5 Risk Management

The Board should have a continuing understanding of the principal risks associated with the business and it is the responsibility of management to ensure the Board and its committees are kept well informed of changing risks. The Board is also responsible for reviewing the integrity of the Company's internal controls and management information systems.

2.6 Management Performance and Succession Plans

The Compensation Committee is responsible for assessing the capabilities and performance of senior management, including, the President and Chief Executive Officer. The Board is also responsible for ensuring that adequate plans are in place for senior management succession and training. The CEO's views as to a successor in the event of unexpected incapacity should be discussed annually with the Corporate Governance and Nominating Committee.

2.7 CEO and Senior Management Compensation

The Compensation Committee is responsible for reviewing and recommending to the Board the form and amount of compensation for the CEO and executive officers. The CEO will not be permitted to attend the Board's deliberations and voting relating to his or her compensation.

2.8 Communications

- (1) The Board is responsible for approving the content of the Company's major communications to shareholders and the investing public, including the interim and annual reports, the Management Proxy Circular, the Annual Information Form, any prospectuses that may be issued and significant press releases.
- (2) The Board believes that it is the function of management, led by the CEO, to speak for the Company in its communications with the investment community, the media, customers, suppliers, employees, governments and the general public. It is understood that the Chairman of the Board or other individual directors may, from time to time, be requested by management to assist with such communications.
- (3) It is expected that when communications from shareholders are made to individual directors, management will be informed and consulted to determine any appropriate response to be made by the Board or management, as the case may be.

2.9 Board Performance Evaluation

The Board is responsible for conducting an annual self-evaluation of its size, composition and effectiveness and the contributions of individual directors and for determining the form and amount of compensation for directors.

2.10 Board Independence

The Board must have the capacity, independently of management, to fulfill the Board's responsibilities and must be able to make an objective assessment of management and assess the merits of management initiatives. Therefore, the Company is committed to the following practices:

- (a) The recruitment of strong, independent directors, who shall compose a majority of the Board;
- (b) The Board shall affirmatively determine whether each director, or person nominated to be a director, qualifies as independent under the applicable Canadian and U.S. securities laws and regulations and applicable stock exchange rules. Where required by such laws, regulations or exchange rules, the Board shall also determine the independence of each member of a Board committee under the standards of independence applicable to such committee.
- (c) Any director who is deemed independent and whose circumstances change such that he or she might be considered to no longer be an independent director or independent member of a particular committee, shall promptly advise the Board of the change in circumstances;
- (d) The Corporate Governance and Nominating Committee leads the director selection/evaluation process;
- (e) The Compensation Committee leads the CEO evaluation process;

- (f) The Audit Committee, Compensation Committee and Corporate Governance and Nominating Committee are fully independent;
- (g) Regular meetings of independent directors:
 - (1) The independent directors meet as a group, without the presence of management or non-independent directors, annually and such other times as they consider appropriate.
 - (2) The purpose of the meeting will be to provide an opportunity for the independent directors to raise issues that they did not wish to discuss with management present.

2.11 Board Size and Composition

- (a) Nominees for directors are initially considered and recommended by the Corporate Governance and Nominating Committee approved by the entire Board and elected annually by the shareholders.
- (b) A majority of directors comprising the Board must qualify as independent directors within the meaning of all applicable legal and regulatory requirements including, without limitation, all applicable Canadian and U.S. securities laws and regulations and the rules of each stock exchange on which the Company's securities are listed.
- (c) The Board is committed to reviewing its size periodically and currently considers eight directors to be an appropriate number for the size of the Company and sufficient to provide an appropriate mix of backgrounds and skills for the stewardship of the Company.
- (d) At its meeting to approve the Information Circular for the Annual General Meeting of the shareholders of the Company, the Board shall consider and determine whether each director or director nominee is independent.
- (e) The Chairman of the Board will be selected by the Board. The Board may select the Chief Executive Officer as Chairman if that seems best for the Company at a given point in time.

2.12 Director Terms

Directors are elected or re-elected annually by shareholders. There is an informal expectation by the Board that each director will commit to serving their term at least until the next annual shareholders meeting. Between annual meetings of shareholders, the Board may appoint directors to serve until the next meeting, as appropriate.

2.13 Appointment and Remuneration of Auditors

The Audit Committee shall, subject to shareholder approval, if required, be responsible for the engagement, remuneration and review of the performance of the Company's auditors.

2.14 Code of Business Conduct and Ethical Behavior

- (a) All directors, officers and employees are bound by the Company's Code of Business Conduct and Ethics. All who are affected by the Code review it and directors and officers acknowledge their support and understanding of the Code.

- (b) Directors must never be in an undisclosed conflict of interest with the Company. A director who has a real, perceived or potential conflict of interest regarding any particular matter under consideration should advise the Board, refrain from debate on the matter and abstain from any vote regarding that matter.
- (c) The Corporate Governance and Nominating Committee has responsibility for monitoring compliance with the Code of Business Conduct and Ethics, authorizing any waiver granted in conjunction with the Code of Business Conduct and Ethics (provided, however, that any waiver granted with respect to a director or executive officer must be granted by the Board, and the Corporate Governance and Nominating Committee may delegate the approval of waivers with respect to non-officer employees), and overseeing the appropriate disclosure of such waivers.

2.15 Board Meetings

- (a) The Board meets a minimum of four times per year, usually every quarter.
- (b) The Chairman of the Board, in consultation with the CEO and the Corporate Secretary, develops the agenda for each Board meeting.
- (b) The members of the Board are required to have reviewed board materials in advance of the meeting and be prepared to discuss such materials at the meeting.
- (c) The Board may adopt the use of consent resolutions for its convenience from time to time.
- (d) Fifty percent (50%) of the number of the directors holding office constitutes a quorum for the transaction of business at a meeting and a quorum of directors may exercise all the powers of directors at a meeting. No business shall be transacted by the directors at a meeting unless a quorum is present.
- (e) A director may participate in a Board meeting by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate adequately with each other. A member participating in such a meeting by any such means is deemed to be present at the meeting.
- (f) Directors will maintain the absolute confidentiality of Board deliberations and decisions and information received at meetings, except as may be specified by the Chair, if the information is publicly disclosed by the Company, or as required by applicable law. The views or opinions of individual directors or managers shall be treated with an appropriate level of respect and confidence.
- (g) Directors are expected to attend all meetings of the Board and the Committees upon which they serve, to come to such meetings fully prepared (including full review of all documentation sent prior to the meeting) and to remain in attendance for the duration of the meeting. Where a director's absence from a meeting is unavoidable, the director should, as soon as practicable after the meeting, contact the Chair, the CEO or the Corporate Secretary for a briefing on the substantive elements of the meeting.

2.16 Special Meetings of the Board

- (a) Special meetings of the Board may be held at any time at the call of the Chairman of the Board and the CEO, or any two directors.
- (b) Notice of a special meeting of the Board shall be given to all directors. Such notice shall be sent at least twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays,

before the time fixed for the meeting. If all directors are present at such meeting, notice thereof may be waived by them. If notice of the meeting is waived, all directors must sign a waiver.

2.17 Board Minutes

The Chairman of the Board, the CEO and the directors shall be provided with the draft minutes of each meeting of the Board at the next Board meeting. The approved minutes serve as the official record of the Board meeting.

2.18 Information for Board Meetings

- (a) All materials submitted for consideration by the Board or by a committee become part of the record of the Board and shall be deposited with the Corporate Secretary for maintenance, safekeeping and access.
- (b) Materials assembled in support of Board meetings will be coordinated by the CEO and the Corporate Secretary will distribute them with the Board meeting agenda, not less than 2 business days prior to the meeting.
- (c) Materials distributed to the directors in advance of Board meetings shall be concise, yet complete and prepared in a way that focuses attention on critical issues to be considered.
- (d) Reports may be presented during Board meetings by directors, management or staff or by invited outside advisors. Presentations on specific subjects at Board meetings shall briefly summarize the materials sent to directors so as to maximize the time available for discussion on questions regarding the material.
- (e) It is recognized that under some circumstances, due to the confidential nature of matters to be discussed at a meeting, it would not be prudent or appropriate to distribute written material in advance.
- (f) Matters that are brought to the Board for a decision, particularly those of a strategic or financial matter, will be in a format and at a level and type of information that enables the Board to make a decision. The Board and management will agree on the format and the checklist of information items required for the Board to make a decision.