



MANAGEMENT INFORMATION CIRCULAR

**Dated April 30, 2019 for the
Annual and Special Meeting to be held on June 4, 2019**



April 30, 2019

Dear Fellow Shareholder,

On behalf of the Board of Directors and Management of Roxgold Inc., we would like to invite you to attend the annual and special meeting of shareholders:

Date: Tuesday, June 4, 2019
Time: **10:00 a.m. (Toronto time)**
Location: **TMX Broadcast Centre – The Gallery**
130 King St West
Toronto, ON
M5X 1J2

It was another significant year for Roxgold achieving record production of 132,656 ounces of gold, surpassing our increased production guidance of 120,000 to 130,000 ounces. We also delivered a cash operating cost significantly below guidance at US\$426 per ounce and an all-in sustaining cost at the bottom end of guidance at US\$740 per ounce for the year. We remain focused on being a low-cost producer and managing costs through efficiencies which we have now demonstrated for the second consecutive year. Our robust operating performance resulted in strong cash flow generation and delivered value to shareholders through industry leading return on equity of 23% for the year. We have also delivered on our growth objectives by completing our internally-funded Bagassi South expansion project, both on schedule and under-budget, providing accretive growth for our shareholders. As a result of our disciplined approach to capital management, we have ended 2018 with a strong balance sheet.

In looking ahead to 2019, we anticipate another strong year at Yaramoko and adding to our growth pipeline through our recently announced Séguéla gold project acquisition, located in Côte d'Ivoire. This acquisition represents a meaningful addition to our asset base with near-term additional resource potential and a large exploration portfolio that includes highly prospective early stage opportunities. This second-key asset provides not only resource per share growth with high margin potential but also immediate country diversification in a highly accretive growth package for shareholders. Our exploration and development teams are fully engaged on moving this opportunity forward and we look forward to providing further updates on this exciting acquisition over the coming year. We were also pleased to return value to shareholders by repurchasing for cancellation a considerable portion of the shares under the Company's normal course issuer bid announced last year. We believe that this buy-back, together with the Séguéla gold project acquisition, demonstrates our commitment to accretive growth while maintaining a focus on returns to shareholders.

The enclosed Management Information Circular contains information about voting instructions, the nominated directors and compensation of executives and directors, amongst other matters. Management and members of the Board of Directors will be available to meet you and answer any questions that you may have at the meeting. Please take this opportunity to exercise your vote, either in person at the meeting or by completing and returning your proxy form.

We thank you for your support and look forward to seeing you at the Roxgold annual and special meeting of shareholders.

Sincerely,

"Oliver Lennox-King"

Oliver Lennox-King
Chairman

"John Dorward"

John Dorward
President & CEO



ROXGOLD INC.
Suite 500, 360 Bay Street
Toronto, Ontario M5H 2V6
Telephone: 416-203-6401 Facsimile: 416-203-0341
info@roxgold.com

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

The annual and special meeting (the "Meeting") of shareholders of Roxgold Inc. (the "Company") will be held at the Gallery of the TMX Broadcast Centre, 130 King St West, Toronto, Ontario on Tuesday, June 4, 2019 at 10:00 a.m. (Eastern Daylight Time), for the following purposes:

1. To receive and consider the financial statements of the Company for its fiscal year ended December 31, 2018 and the report of the auditor of the Company thereon;
2. To set the number of directors of the Board of the Company at seven;
3. To elect directors of the Company for the ensuing year;
4. To appoint an auditor of the Company for the ensuing year and to authorize the directors to approve the auditor's remuneration;
5. To approve amendments to the Company's Option Plan as further detailed in the accompanying management information circular of the Company dated as of April 30, 2019 (the "Information Circular");
6. To approve amendments to the Company's Restricted Share Unit Plan all as further detailed in the Information Circular;
7. To approve amendments to the Company's Deferred Share Unit Plan all as further detailed in the Information Circular; and
8. To consider any permitted amendment to or variation of any matter identified in this Notice and to transact such other business as may properly come before the Meeting or any adjournment thereof. Management is not currently aware of any other matters that could come before the Meeting.

The Information Circular accompanies this Notice together with a form of proxy, voting instruction form and a supplemental mailing return card. The Information Circular contains details of matters to be considered at the Meeting.

Shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy or complete another suitable form of proxy and deliver it by fax, by hand or by mail in accordance with the instructions set out in the form of proxy and in the Information Circular.

An unregistered shareholder who plans to attend the Meeting must follow the instructions set out in the form of proxy and in the Management Information Circular to ensure that their shares are voted at the Meeting. If you hold your shares in a brokerage account, you are not a registered shareholder.

DATED at Toronto, Ontario this 30th day of April, 2019.

BY ORDER OF THE BOARD

"John Dorward"

John Dorward
President and Chief Executive Officer

ROXGOLD INC.
Suite 500, 360 Bay Street
Toronto, Ontario M5H 2V6
Telephone: 416-203-6401 Facsimile: 416-203-0341
info@roxgold.com

MANAGEMENT INFORMATION CIRCULAR
as of April 30, 2019 (except as otherwise indicated)

This Management Information Circular (“Information Circular”) is furnished in connection with the solicitation of proxies being made by the management of Roxgold Inc. (the “Company” or “Roxgold”) for use at the Annual and Special Meeting (the “Meeting”) of the Company’s shareholders (the “Shareholders”) to be held on June 4, 2019 at the time and place and for the purposes set forth in the accompanying Notice of Meeting.

In this Information Circular, references to “the Company”, “Roxgold”, “we” and “our” refer to Roxgold Inc., and “Shares” refers to common shares without par value in the capital of the Company. Unless otherwise indicated, references to dollar amounts are to Canadian dollars.

GENERAL PROXY INFORMATION

Solicitation of Proxies

While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company at nominal cost. The Company may retain other persons or companies to solicit proxies on behalf of management, in which event customary fees for such services will be paid. All cost of this solicitation will be borne by the Company.

Appointment of Proxyholders

The persons named in the accompanying form of proxy (“Proxy”) as proxyholders (“Proxyholders”) are directors and/or officers of the Company. **A Shareholder has the right to appoint a person (who need not be a Shareholder) to attend and act on the Shareholder’s behalf at the Meeting other than the persons named in the Proxy as Proxyholders.** To exercise this right, the Shareholder must strike out the names of the persons named in the Proxy as Proxyholders and insert the name of the Shareholder’s nominee in the space provided or complete another Proxy.

The Proxy must be dated and signed by the Shareholder or the Shareholder’s attorney authorized in writing. If the Shareholder is a corporation, the Proxy must be dated and signed by an officer or attorney for the corporation duly authorized by resolution of the directors of such corporation, which resolutions must accompany such Proxy.

Voting

Voting at the Meeting will be by a show of hands, each registered Shareholder of the Company and each person representing a registered Shareholder or non-registered Shareholder of the Company through a Proxy having one vote, unless a poll is required or requested, whereupon each such registered Shareholder and Proxyholder is entitled to one vote for each Share held or represented, respectively.

Voting by Proxyholder

The Shares represented by Proxy will be voted or withheld from voting by the Proxyholder in accordance with the direction of the Shareholder appointing such Proxyholder. If there is no direction by the Shareholder, those Shares will be voted for all proposals set out in the Proxy and for the election of directors and the appointment of the auditors as set out in this Information Circular. The Proxy gives the person named in it the discretion to vote as they see fit on any amendments or variations to matters identified in the Notice of Meeting, or any other matters which may properly come before the Meeting. At the time of printing of this Information Circular, the management of the Company knows of no other matters which may come before the Meeting other than those referred to in the Notice of Meeting.

Registered Shareholders

Only Shareholders registered as Shareholders in the Company's shareholder registry maintained by the Company's registrar and transfer agent ("Registered Shareholders") or duly appointed Proxyholders will be recognized to make motions or vote at the Meeting. Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders may choose to submit a Proxy by using one of the following methods:

- (a) complete, date and sign the enclosed Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. ("Computershare"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1; or
- (b) use a touch-tone phone to transmit voting choices to a toll-free number. Registered Shareholders must follow the instructions of the voice response system and refer to the enclosed Proxy for the toll-free number, the holder's account number and the proxy access number; or
- (c) via the internet through Computershare's website at www.investorvote.com. Registered Shareholders must follow the instructions provided on the website and refer to the enclosed Proxy for the holder's account number and the proxy access number; and

in any case the Registered Shareholder must ensure the Proxy is **received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof.**

Non-Registered Shareholders

Only Registered Shareholders or duly appointed Proxyholders are permitted to vote at the Meeting. Many Shareholders of the Company are "non-registered" Shareholders because the shares they own are not registered in their own names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares.

More particularly, a person who is not a Registered Shareholder (the "Non-Registered Shareholder") in respect of shares which are held on behalf of the person are held either: (a) in the name of an intermediary (an "Intermediary") that the Non-Registered Shareholder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIAs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository of Securities Limited ("CDS")) of which the Intermediary is a participant.

Non-Registered Shareholders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "Non-Objecting Beneficial Owners" or "NOBOs". Those Non-Registered Shareholders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as "Objecting Beneficial Owners" or "OBOs". In accordance with the requirements of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators ("NI 54-101"), the Company has elected to send the accompanying Notice of Meeting, this Information Circular and related proxy materials (collectively, the "Meeting Materials") directly to the NOBOs, and indirectly through Intermediaries to the OBOs. The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each OBO, unless the OBO has waived the right to receive them. The Company intends to pay for intermediaries to deliver the Meeting Materials to OBOs.

If you are a Non-Registered Shareholder, and the Company or its agent has sent these Meeting Materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the Intermediary holding Shares on your behalf) has assumed responsibility for: (a) delivering these materials to you; and (b) executing your proper voting instructions.

The Meeting Materials sent to NOBOs who have not waived the right to receive Meeting Materials are accompanied by a voting instruction form ("VIF"), instead of a Proxy. By returning the VIF in accordance with the instructions noted on it, a NOBO is able to instruct the voting of the Shares owned by it.

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Intermediaries will frequently use service companies, such as Broadridge Financial Solutions, Inc., to forward the Meeting Materials to the OBOs. Generally, an OBO who has not waived the right to receive Meeting Materials will either:

- (a) be given a Proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the OBO and must be completed, but not signed, by the OBO and deposited with the Company's transfer agent; or
- (b) more typically, be given a VIF which is not signed by the Intermediary, and which, when properly completed and signed by the OBO and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. The VIF supplied to the OBO is substantially similar to the Proxy; however, it is limited to instructing the Intermediary how to vote on behalf of the OBO.

VIFs, whether provided by the Company or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF. The purpose of this procedure is to permit Non-Registered Shareholders to direct the voting of the Shares which they beneficially own. Should a Non-Registered Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the Non-Registered Shareholder may request a legal proxy as set forth in the VIF, which will grant the Non-Registered Shareholder, or his or her nominee, the right to attend and vote at the Meeting.

Please return your voting instructions as specified in the VIF. Non-Registered Shareholders should carefully follow the instructions set out in the VIF, including those regarding when and where the VIF is to be delivered.

Non-Registered Shareholders with questions respecting the voting of Shares held through a broker or other Intermediary should contact that broker or Intermediary for assistance. The Company is not using the "notice-and-access" provisions of NI 54-101 in connection with the delivery of the Meeting Materials.

Notice to Shareholders in the United States

The solicitation of Proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act* of 1934, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia) ("BCBCA"), as amended, certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

Revocation of Proxies

In addition to revocation in any manner permitted by law, you may revoke your Proxy by an instrument in writing signed by you as Registered Shareholder or by your attorney duly authorized in writing if you are a Registered Shareholder. If you are a representative of a Registered Shareholder that is a company or association, the instrument in writing must be executed by an officer or by an attorney duly authorized in writing, and deposited with Computershare at 8th Floor, 100 University Avenue, Toronto, Ontario, Canada M5J 2Y1 at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof or in any other matter permitted by law, and upon either of such deposits the Proxy is revoked. In addition, Registered Shareholders can also change their vote by phone or via the internet.

Only Registered Shareholders have the right to revoke a Proxy. Non-Registered Holders that wish to change their voting instructions must, in sufficient time in advance of the Meeting, contact Computershare or their Intermediary to arrange to change their voting instructions or revoke their Proxy in accordance with the revocation procedures set out above.

**INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS
TO BE ACTED UPON**

Other than as disclosed herein, no director or executive officer of the Company or any person who has held such a position since the beginning of the last completed financial year 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, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Company consists of an unlimited number of Shares without par value. As at April 30, 2019 there were 369,904,295 Shares issued and outstanding, each carrying the right to one vote. The Company has no other classes of voting securities and does not have any classes of restricted securities. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Shares.

The board of directors of the Company (the "Board") has fixed April 30, 2019 as the record date (the "Record Date") for determination of persons entitled to receive notice of the Meeting. Only Registered Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of Proxy or, where applicable, a VIF, in the manner and subject to the provisions described above will be entitled to vote or to have their Shares voted at the Meeting.

To the knowledge of the directors and executive officers of the Company, as at April 30, 2019, no Shareholders or companies beneficially own, directly or indirectly, or exercise control or direction over, Shares carrying more than 10% of the voting rights attached to all outstanding Shares of the Company, other than:

- Appian Natural Resources Fund, L.P. and Appian Natural Resources (UST) Fund, L.P., which collectively own 49,114,013 Shares, representing 13.3% of the outstanding Shares

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast at the Meeting is required to pass the ordinary resolutions described herein. If there are more nominees for election as directors or appointment of the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled all such nominees will be declared elected or appointed by acclamation. Subject to the majority vote policy described below, the seven (7) nominees receiving the highest number of votes are elected, even if a director gets fewer "for" votes than "withhold" votes. Similarly, unless there is a nomination from the floor for an alternative auditor, the auditor proposed by management will be elected.

ELECTION OF DIRECTORS

The size of the Board of the Company is currently determined at eight (8). The Board proposes that the number of directors reduces to seven (7). Shareholders will therefore be asked at the Meeting to approve an ordinary resolution that the number of directors elected be fixed at seven (7) for the ensuing year subject to such increases as may be permitted by the Articles of the Company and the provisions of the BCBCA.

The term of office of each of the present directors expires at the Meeting. The Board proposes to nominate the persons named in the table below for election as directors of the Company. Each director elected will hold office until the next annual general meeting of the Company or until his or her successor is duly elected or appointed, unless the office is earlier vacated in accordance with the Articles of the Company or the BCBCA, or he or she becomes disqualified to act as a director.

Management of the Company does not contemplate that any of the proposed nominees will be unable to serve as a director. The Board recommends a vote "FOR" the appointment of each of the following nominees as directors.

Majority Voting Policy

The Board has adopted a policy stipulating that voting for the election of directors in uncontested meetings will be conducted on an individual director nominee basis and if the votes in favour of the election of an individual director nominee at a meeting of shareholders represent less than the number that voted “withhold”, the nominee will submit his or her resignation promptly after the Meeting to the Chair for the consideration by the Board. The Board shall consider the offer of resignation and whether to accept it within 90 days following the applicable meeting and announce its decision via press release. If a sufficient number of Board members receive a majority of withheld votes in the same election, such that the Board no longer has a quorum to consider resignations, then the independent directors shall appoint a committee amongst themselves to consider the resignation offers and recommend to the Board whether to accept them. However, if only the directors who do not receive a majority of withheld votes in the same election do not constitute a quorum for a Board meeting, all directors may participate in the determination of whether or not to accept the resignation offers. The policy does not apply in circumstances involving contested director elections. A copy of the Majority Voting Policy will be available for inspection at the Meeting and is posted on Roxgold’s website at www.roxgold.com.

Nominees

The following disclosure provides information about each nominated director, including his or her jurisdiction of residence, business or employment for the five (5) preceding years, the period of time he or she has held offices with the Company, other public company directorships and committee memberships, their attendance record at Board and committee meetings held in the financial year ended December 31, 2018 , and the number of Shares and other convertible securities of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at April 30, 2019.

| Oliver Lennox-King - Director | Occupation, Business or Employment of Director Nominees | |
|--|--|---|
| Ontario, Canada Chairman and Independent Director Principal Occupation: Corporate Director Shares 9,241,208 Stock options Nil DSUs 1,004,565 | Mr. Lennox-King served as a director of Teranga Gold Corporation (“Teranga”) from 2010 to 2013, and also formerly served as the Executive Chairman of XDM Royalty Corp., a private mineral exploration and development company, from 2011 until its acquisition by the Company in 2013. From 2003 until April 2011, Mr. Lennox-King served as the Non-Executive Chairman of the Board of Fronteer Gold Inc. until it was acquired by Newmont Mining Corporation. Until the initial public offering of Teranga, Mr. Lennox-King served on the board of the parent company, Mineral Deposits Limited (“MDL”). Mr. Lennox-King has over 30 years of experience in the mineral resource industry and has a wide range of experience in financing, research and marketing. He has spent the last 18 years in executive positions and directorships with junior mining companies. He was instrumental in the formation of Southern Cross Resources Inc. in 1997. Mr. Lennox-King was formerly President of Tiomin Resources Inc. from 1992 to 1997. From 1980 to 1992, he was a mining analyst in the Canadian investment industry. From 1976 to 1980, he worked in metal marketing and administrative positions at Noranda Inc. and Sherritt Gordon Ltd. Mr. Lennox- King graduated in 1972 with a Bachelor of Commerce from the University of Auckland, New Zealand. | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | September 25, 2012 | 7 of 7 |
| Corporate Governance and Nominating Committee | October 4, 2012 | 4 of 4 |
| Compensation Committee | June 11, 2015 | 5 of 5 |

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| John Dorward – Chief Executive Officer and Director | Occupation, Business or Employment of Director Nominees | |
|---|--|---|
| <p>Ontario, Canada</p> <p>President, Chief Executive Officer and Director</p> <p>Principal Occupation: President and Chief Executive Officer, Roxgold Inc.</p> <p>Shares 826,125 Stock Options 2,500,000 RSUs 817,577 PSUs 1,017,577</p> | <p>Mr. Dorward has over 20 years of experience in the mining and finance industries. Mr. Dorward most recently served as Vice-President - Business Development at Fronteer Gold Inc. and was an integral part of the team that sold the large Michelin uranium deposit, acquired AuEX Ventures Inc. and successfully advanced Fronteer's properties prior to its sale to Newmont Mining Corporation for \$2.3 billion in 2011. Prior to his role at Fronteer, Mr. Dorward was the CFO of Mineral Deposits Limited from 2006 to 2009, where he was responsible for financing the construction of the Sabodala Gold Project in Senegal, West Africa. Mr. Dorward was previously CFO at Leviathan Resources Limited, an ASX-listed gold producer, prior to its acquisition in 2006. Prior to Leviathan Resources, Mr. Dorward was a senior executive at MPI Mines Limited, an ASX listed gold and nickel producer, prior to its acquisition by Lionore Mining Limited. He was a non-executive director of Pilot Gold Inc. from 2011 to 2015 and is currently a non-executive director of Navarre Minerals Limited, an ASX-listed explorer and Contact Gold.</p> | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | December 18, 2012 | 7 of 7 |
| Health, Safety, Sustainability and Technical Committee | October 4, 2012 | 6 of 6 |

| Richard Colterjohn - Director | Occupation, Business or Employment of Director Nominees | |
|--|---|---|
| <p>Ontario, Canada</p> <p>Independent Director</p> <p>Principal Occupation: Managing Partner, Glencoban Capital Management Inc.</p> <p>Shares 2,354,143 Stock Options Nil DSUs 878,391</p> | <p>Mr. Colterjohn, B. Comm., MBA, has been a Managing Partner of Glencoban Capital Management Inc., a merchant banking firm, since 2002. He has 25 years of involvement in the mining sector, as an investment banker, director and operator. Prior to co-founding Glencoban Capital, he served as a Managing Director at UBS Bunting Warburg from 1992 to 2002, where he was Head of Mining Sector investment banking activities in Canada. In 2004, he founded Centenario Copper Corporation and served as the President and CEO and a director, until the sale of the company in 2009. Mr. Colterjohn has served on the boards of eight additional publicly traded mining companies, including: Canico Resource Corp (2003 to 2005); Cumberland Resources Ltd. (2003 to 2007); Viceroy Exploration Ltd. (2004 to 2006); Explorator Resources Ltd. (2009 to 2011); AuRico Gold Inc (2010-2015), Aurico Metals Inc (2015-2018), Mag Silver Corp. (2007 - present) and Harte Gold Corp (2017 - 2019).</p> | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | September 25, 2012 | 7 of 7 |
| Audit Committee | September 25, 2012 | 4 of 4 |
| Compensation Committee (Chairman) | September 25, 2012 | 5 of 5 |

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| John L. Knowles - Director | Occupation, Business or Employment of Director Nominees | |
|--|--|---|
| Manitoba, Canada Independent Director Principal Occupation: Corporate Director Shares 345,000 Stock Options Nil DSUs 878,392 | Mr. Knowles has over 30 years of experience in Canadian and international resource companies including several years in Ghana, West Africa. He was President, CEO and a Director of Wildcat Exploration Ltd., a mineral exploration company, from 2007 to 2016. He has served as a senior officer of several resource companies, including Aur Resources Inc., where he was Executive Vice President and Chief Financial Officer and Hudbay Minerals Inc. where he was Vice President and Chief Financial Officer. He was a director of Cannimed Therapeutics and its predecessor, Prairie Plant Systems Inc. from 2008 to 2018 and was also its Chief Financial Officer from 2016 to 2018. He was previously on the boards of Hudbay Minerals Inc. (2009 to 2015), Augyva Mining Resources Inc. (2011 to 2013) and Tanzania Minerals Corp. (2011 to 2013). He is a Chartered Professional Accountant and holds a Bachelor of Commerce degree from Queen's University. | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | September 25, 2012 | 7 of 7 |
| Audit Committee (Chairman) | September 25, 2012 | 4 of 4 |
| Corporate Governance and Nominating Committee | October 4, 2012 | 4 of 4 |

| Jonathan A. Rubenstein – Director | Occupation, Business or Employment of Director Nominees | |
|--|---|---|
| British Columbia, Canada Independent Director Principal Occupation: Corporate Director Shares 100,000 Stock Options Nil DSUs 878,392 | Mr. Rubenstein is a professional director, currently serving on the board of one other publicly listed mining company, MAG Silver (2007 to present as director and 2008 to present as Chairman). Mr. Rubenstein is a former Director of Eldorado Gold Corporation (2009 to 2018), Dalradian Resources Inc. (2013 to 2018), Detour Gold Corporation (2009 to 2018) and Aurelian Gold (2006 to 2008). Mr. Rubenstein's career in the mining sector has included playing a key role during the acquisition of Dalradian Resources by Orion Mine Finance in 2018, Aurelian Resources Ltd. by Kinross Gold Corporation in 2007, Cumberland Resources Ltd. by Agnico-Eagle Mines Ltd. in 2006, Canico Resource Corp. by Companhia Vale do Rio Doce in 2005 and Sutton Resources Ltd. by Barrick Gold Corporation in 1999. Mr. Rubenstein obtained his Bachelor of Arts degree from Oakland University and an LL.B. from the University of British Columbia. He practiced law until 1994. Mr. Rubenstein obtained his Accredited Director designation in 2011. | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | September 25, 2012 | 7 of 7 |
| Corporate Governance and Nominating Committee (Chairman) | October 4, 2012 | 4 of 4 |
| Audit Committee | June 11, 2015 | 4 of 4 |

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| Kate Harcourt –Director | Occupation, Business or Employment of Director Nominees | |
|--|--|---|
| <p>London, United Kingdom</p> <p>Independent Director</p> <p>Principal Occupation:</p> <p>Independent Environmental and Social Advisor</p> <p>Shares Nil</p> <p>Stock Options Nil</p> <p>DSUs 324,923</p> | <p>Ms Harcourt is a sustainability professional with nearly 30 years of experience, principally in the mining industry. Ms Harcourt has worked as a member of the owner’s team of several mining companies and has extensive project and permitting experience in Africa, including in Guinea, Mali, Central African Republic, Cameroon, DRC and ROC. She worked as director of Health, Safety, Environment, Communities and Security for MagIndustries on their potash project in ROC and has also worked on behalf of Equator Principles signatory financial institutions and the International Finance Corporation. She has been involved in several due diligence processes for high profile projects and in the ESG aspects of project financing. Ms. Harcourt received a BSc Hons, Environmental Science, from Sheffield University and a MSc Environmental Technology, from Imperial College, London and is a Chartered Environmentalist (CEnv) and a Member of the Institution of Environmental Scientists. Ms Harcourt is a non-executive director of Condor Gold plc and Orezone Gold.</p> | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | June 9, 2016 | 7 of 7 |
| Corporate Governance and Nominating Committee | June 9, 2016 | 4 of 4 |
| Health, Safety, Sustainability and Technical Committee | June 9, 2016 | 6 of 6 |

| Norm Pitcher - Director | Occupation, Business or Employment of Director Nominees | |
|---|---|---|
| <p>British Columbia, Canada</p> <p>Independent Director</p> <p>Principal Occupation:</p> <p>President and CEO of Mirasol Resources Ltd</p> <p>Shares 48,400</p> <p>Stock Options Nil</p> <p>DSUs 324,923</p> | <p>Mr. Pitcher is a Professional Geologist. He is a graduate of the University of Arizona with a Bachelor of Science in Geology. Mr. Pitcher became the President and CEO of Mirasol Resources Ltd on February 1, 2019 and a director on March 2019. Mr. Pitcher is also a non-executive director of Allegiant Gold. Prior to that, he served as the President of Eldorado Gold Corporation since July 1, 2012 until December 31, 2015. He has over 30 years of experience in the mining industry and has extensive international expertise in exploration, evaluation and exploitation of open pit and underground mineral deposits. Prior to becoming President of Eldorado Gold Corporation, he served as Chief Operating Officer of Eldorado Gold Corp., from July 1, 2005 to July 1, 2012. Throughout his career with Eldorado, Pan American Silver, H.A. Simons, Ivanhoe Gold and Pioneer Metals, he was involved in exploration, evaluation and exploitation of open pit and underground mineral deposits on a world-wide basis.</p> | |
| Board and Committees | Date Joined | Attendance at Meetings during 2018 |
| Board of Directors | June 9, 2016 | 7 of 7 |
| Compensation Committee | June 9, 2016 | 5 of 5 |
| Health, Safety, Sustainability and Technical Committee (Chairman) | June 9, 2016 | 6 of 6 |

The information above with respect to each nominee’s principal occupation, business or employment, and number of Shares and other convertible securities beneficially owned or controlled is not within the knowledge of Company management and has been furnished by each of the respective individuals or extracted from insider reports filed by the respective individuals publicly available through the Internet at the website for the Canadian System for Electronic Disclosure by Insiders (SEDI) at www.sedi.ca.

Unless such authority is withheld, the persons named in the Proxy intend to vote for the election for the above-named nominees. Management does not contemplate that any of the nominees will be unable to serve as a director. If, prior to the Meeting, any of the nominees is unable or declines to do so serve, the persons named in the Proxy will vote for another nominee of management if presented, or to reduce the number of directors accordingly, in their discretion.

MANAGEMENT INFORMATION CIRCULAR

As of April 30, 2019, our directors and executive officers beneficially own directly, or indirectly, or exert direction or control over 13,022,376 Shares, representing 3.52% of Roxgold's issued and outstanding Shares.

Bankruptcies, Orders and Management Cease Trade Orders

Other than as disclosed herein, to the knowledge of Roxgold, within the last 10 years before the date of this Information Circular no proposed nominee for election as a director of the Company:

(I) was a director or executive officer of any company (including the Company) that was:

- (a) subject to a cease trade or similar order or an order denying the relevant company access to any exemptions under securities legislation, for more than 30 consecutive days (any such order, an "Order"), that was issued while the proposed nominee was acting in such capacity;
- (b) subject to an Order that was issued after the proposed nominee ceased to act in such capacity and which resulted from an event that occurred while the proposed director was acting in such capacity; or
- (c) while the proposed director was acting in such capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;

(II) has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(III) 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 a regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

APPOINTMENT OF AUDITORS

PricewaterhouseCoopers LLP, Chartered Professional Accountants ("PwC"), of 1250 René-Lévesque Boulevard West, Suite 2800, Montréal, Quebec, H3B 2G4 replaced the previous auditors of the Company, MNP LLP, on November 25, 2013 by unanimous decision of the Audit Committee and the Board. On March 26, 2019, the Audit Committee recommended to the Board the appointment of PwC as the external auditor for the fiscal year to be ended December 31, 2019. Accordingly, PwC will be nominated at the Meeting for reappointment as auditor of the Company at remuneration to be fixed by the directors.

Unless such authority is withheld, the persons named in the Proxy intend to vote for the appointment of PwC as auditors of the Company for the ensuing year, to hold office until the next annual meeting of Shareholders or until a successor is appointed, with remuneration to be determined by the Board.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 - *Audit Committees* of the Canadian Securities Administrators ("NI 52-110") requires the Company to disclose annually in its Information Circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor, as set forth in the following:

Information Concerning the Company's Audit Committee and External Auditor

The Company's Audit Committee has various responsibilities as set forth in NI 52-110 made under securities legislation, among such responsibilities being a requirement that the Audit Committee establish a written charter that sets out its mandate and responsibilities.

The Audit Committee's Charter

The Audit Committee's existing charter was updated on March 25, 2019 and is attached as Schedule "A" hereto.

Composition of the Audit Committee

For the fiscal year ended December 31, 2018, the Audit Committee was comprised of John L. Knowles (Chairman), Richard Colterjohn, and Jonathan Rubenstein. The Audit Committee has the responsibility of, among other things, recommending the appointment of independent auditor to the Board; determining the extent of involvement of the independent auditor in reviewing unaudited quarterly financial results; evaluating the qualifications, performance and independence of the independent auditor; reviewing and recommending approval to the Board of annual and quarterly financial results and management discussion and analysis; and overseeing the establishment of “whistle-blower” and related policies. Each member of the Audit Committee is an independent director. NI 52-110 requires the Company’s Audit Committee to meet certain requirements and to disclose certain information regarding the Audit Committee. The Audit Committee members, all independent directors, hold four (4) regularly scheduled meetings throughout the year. At regularly scheduled meetings management and if necessary, representatives of PwC, the Company’s current auditors are typically in attendance initially, and thereafter with the meeting attended by audit committee members only. Additional Audit Committee meetings with representatives the Company’s management and/or representatives of PwC are held on an ad hoc basis if required during the year.

The following table identifies the members of the Company’s Audit Committee as at December 31, 2018 and whether they are Independent and Financially Literate, each as defined by National Instrument 52-110:

| Audit Committee Member | Independence Status | Financial Literacy |
|-------------------------------|----------------------------|---------------------------|
| John L. Knowles | Independent | Financially Literate |
| Richard Colterjohn | Independent | Financially Literate |
| Jonathan Rubenstein | Independent | Financially Literate |

Relevant Education and Experience

See disclosure under heading “Occupation, Business or Employment of Director Nominees”.

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company’s external auditors in each of the last two fiscal years for audit fees and non-audit services in CAD\$ are as follows:

| Financial Year Ended | Audit Fees⁽¹⁾ | Audit Related Fees⁽²⁾ | Tax Fees⁽³⁾ | All Other Fees⁽⁴⁾ |
|-----------------------------|---------------------------------|---|-------------------------------|-------------------------------------|
| December 31, 2018 | \$306,163 | \$0 | \$22,160 | \$1,575 |
| December 31, 2017 | \$291,273 | \$0 | \$31,485 | \$13,703 |

Notes:

- (1) “Audit Fees” include fees necessary to perform the annual audit and quarterly reviews of the Company’s consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits. During the fiscal year ended December 31, 2016, the Company retained audit services of PwC for one public offering completed in March 2016 as well as accounting consultations as the Company transitioned from the development to the production stage and as the Company modified its reporting currency.
- (2) “Audit-Related Fees” include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) “Tax Fees” include fees for all tax services other than those included in “Audit Fees” and “Audit-Related Fees.” This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) “All Other Fees” include all other non-audit services.

Pre-Approval Policies and Procedures

All services to be performed by the Company's independent auditor must be approved in advance by the Audit Committee. The Audit Committee has considered whether the provision of services other than audit services is compatible with maintaining the auditors' independence and has adopted a policy governing the provision of these services. This policy requires the pre-approval by the Audit Committee of all audit and non-audit services provided by the external auditor, other than any de minimus non-audit services allowed by applicable law or regulation.

CORPORATE GOVERNANCE

The following provides information with respect to the Company's compliance with the corporate governance requirements (the "Corporate Governance Guidelines") of the Canadian Securities Administrators set forth in National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and Form 58-101F2 - *Corporate Governance Disclosure*.

Board of Directors

The Board is currently composed of seven (7) directors. The term of office of each of the present directors expires at the Meeting. Each director elected holds office until the next annual general meeting of the Company or until his or her successor is duly elected or appointed, unless the office is earlier vacated in accordance with the Articles of the Company or the BCBCA or he or she becomes disqualified to act as a director.

Director Independence

The Board considers a director to be independent if the director meets the definition of independence set forth in NI 52-110 and if the director has no direct or indirect material relationship with the Company which, in the view of the Board, could reasonably be perceived to materially interfere with the exercise of the director's independent judgment.

The assessment of independence of each individual director is reviewed annually by the Board. Six (6) current directors are deemed to be independent and one (1) current director is deemed to not be independent as follows:

| Director | Independence status | Basis for determination of independence status |
|------------------------|----------------------------|--|
| Oliver Lennox-King | Independent | Mr. Lennox-King has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| Richard Colterjohn | Independent | Mr. Colterjohn has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| Jonathan A. Rubenstein | Independent | Mr. Rubenstein has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| Kate Harcourt | Independent | Ms. Harcourt has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| John L. Knowles | Independent | Mr. Knowles has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| Norm Pitcher | Independent | Mr. Pitcher has no direct or indirect material relationship with the Company and therefore meets definition of independence set forth in NI 52-110. |
| John Dorward | Not independent | Mr. Dorward holds the positions of President and Chief Executive Officer of the Company and, therefore, does not meet the definition of independence set forth in NI 52-110. |

MANAGEMENT INFORMATION CIRCULAR

The Board facilitates its exercise of independent supervision over the Company's management through regular meetings of the Board. The meetings are held both with and without members of the Company's management in attendance. The Board does not hold regularly scheduled meetings without directors who are not independent and members of management being in attendance however after each Board meeting the independent members of the Board meet without the presence of non-independent directors or management. In addition, when consideration of a matter affecting non-independent directors occurs at a meeting, the non-independent directors excuse themselves from the meeting so that the independent directors can have an open and candid discussion of, and vote on, the matter. Further, where necessary or advisable, the Board may form a committee comprised of independent directors to consider matters where management or other directors have or may have a conflict of interest. The Board ensures that one director follows up with the Company's management to ensure decisions of the Board are fully and properly implemented by management.

Other Directorships

In addition to their positions on the Board, the following directors also serve as directors to the following reporting issuers or reporting issuer equivalent(s):

| Director | Position | Reporting Issuer(s) |
|------------------------|---------------------|--|
| Richard Colterjohn | Director | MAG Silver Corp. (TSX:MAG, NYSE MKT:MVG) |
| Jonathan A. Rubenstein | Director (Chairman) | MAG Silver Corp. (TSX:MAG, NYSE MKT:MVG) |
| Kate Harcourt | Director | Condor Gold plc (LON : CNR) |
| | Director | Orezone Gold (TSX-V:ORE) |
| John Dorward | Director | Navarre Minerals Limited (ASX:NML) |
| | Director | Contact Gold (TSX-V:C) |
| Norm Pitcher | Director | Allegiant Gold (TSX-V: AUAU) |
| | Director | Mirasol Resources Ltd (TSX-V: MRZ-X) |

Mandate of the Board of Directors

The Company's Articles of Incorporation set out the responsibilities, powers and duties of directors and the Board has also adopted a written *Board Mandate* which was designed to assist the Board in the exercise of its duties and responsibilities. Additionally, the Board is governed by the requirements of applicable corporate and securities common and statute law which provide that the Board has responsibility for the stewardship of the Company. That stewardship includes the primary responsibility for the development and the adoption of the strategic direction of the Company including precious metals prices, the relative demand for the Corporation's shares, the Corporation's needs for and opportunities to raise capital, emergence of new opportunities, reviewing and approving the Corporation's financial objectives, plans and actions, annual budget, significant capital allocations and expenditures, monitoring corporate performance, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), reviewing compensation of the members of the Board and members of senior management, assessing its own effectiveness in fulfilling its mandate, communications with investors and the financial community and the integrity of the Company's internal control and management information systems.

Strategic planning and risk identification by the Board is assisted by and based on information and recommendations of the senior management of the Company on a variety of matters including opportunities for the Company in various countries and project status.

The Board monitors the Company's compliance with its timely disclosure obligations and reviews principal disclosure documents (such as prospectuses, offering memoranda, financial statements, management's discussion & analysis, annual reports and annual information forms) and members of the Board review secondary disclosure documents (such as press releases) prior to their distribution. The Board relies on its Audit Committee to discuss, as needed, the Company's systems of internal financial control with the Company's external auditor.

Role of the Board of Directors

The primary responsibility of the Board is to supervise the management of the business and affairs of the Company. In discharging its fiduciary duties, the Board members are expected to use their experience and expertise to guide Management and ensure good governance practices are adhered to. The Board oversees the Company's systems of corporate governance and financial reporting controls to ensure that the Company reports adequate and reliable information to Shareholders and engages in ethical and legal conduct.

The Company expects each member of its Board to act honestly and in good faith and to exercise business judgement that is in the best interest of the Company.

In addition to possessing the requisite skill and experience to carry out their functions, directors must demonstrate a track record of honesty, integrity, ethical behaviour, fairness and responsibility and a commitment to representing the long-term interest of the Company's stakeholders. They must also be able to devote the time required to discharge their duties and responsibilities effectively.

In addition to the foregoing, each director is expected to:

- be willing to share expertise and experience with management and fellow directors, and use a respectful, collegial approach in challenging the views of others;
- develop an understanding of its strategy, business environment and operations, the markets in which the Company operates and its financial position and performance;
- diligently prepare for each Board and committee meeting by reviewing all of the meeting materials in advance of the meeting date;
- actively and constructively participate in each meeting and seek clarification from management and outside advisors when necessary to fully understand the issues being considered;
- leverage experience and wisdom in making sound strategic and operational business decisions; and
- demonstrate business acumen and a demeanour for risk oversight.

Descriptions of Roles

The role of Chairman is delineated by the nature of the overall responsibilities of the Board (in the case of the Chairman of the Board) or the committee charter (in the case of a Chair of a committee). The Board has established written descriptions of the Chairman of the Board and Chief Executive Officer.

Role of the Chairman

The Board has appointed Oliver Lennox-King, a director of the Company, as Chairman of the Board. As Chairman, Mr. Lennox-King chairs all meetings of the Board and is responsible for the operation and functioning of the Board and for ensuring the Board's effectiveness by encouraging full participation and thorough discussions and by facilitating consensus.

Orientation and Continuing Education

When a new director is elected to the Board, the new director receives orientation regarding the role of the Board, its committees and its directors, and the nature and operation of the Company.

To ensure the Board provides continuing information for its directors so they maintain the skill and knowledge necessary for them to meet their obligations as directors of the Company, there are technical presentations made as required at meetings of the Board and directors are encouraged to undertake continuing director education, the cost of which will be borne by the Company. In 2018, the directors received additional training pertaining to cybersecurity, anti-bribery and anti-corruption. Directors are also encouraged to visit the properties in Burkina Faso, and all current Board members have visited the Yaramoko project at least once. Periodically, the Board receives market intelligence reports from investment bankers, and members of the Board regularly attend mining-related conferences. Presentations to directors can range from a review of the Company's financial statements to various aspects of the Company's business. The Board believes the discussion among the directors, management and outside experts at these meetings provides a valuable learning resource for directors in the subject matter being presented.

Nomination of Directors

The Board has appointed a Corporate Governance and Nominating Committee as described below under 'Board Committees'. The Committee reports to the Board its findings relating to performance and makes recommendations with regards to nominating or re-nominating directors. Any new appointees or nominees to the Board must have a favourable track record in general business management, special expertise in areas of strategic interest to the Company, the ability to devote the time required and a willingness to serve as a director.

Ethical Business Conduct

As part of its responsibility for the stewardship of the Company, the Board seeks to foster a culture of ethical conduct by striving to ensure the Company carries out its business in line with high business and moral standards and applicable legal and financial requirements. In that regard, the Board:

- has adopted a Code of Business Conduct and Ethics setting out the guidelines for the conduct expected from directors, officers and employees of the Company. A copy of the Code has been filed on SEDAR at www.sedar.com and is available on the Company's website. Compliance with the Code is achieved as follows. Each director is responsible for ensuring that they individually comply with the terms of the Code, while the Board is responsible for ensuring that the directors, as a group, and all officers comply with the Code and the executive officers of the Company are responsible for ensuring compliance with the Code by employees. Since the beginning of the Company's last financial year, it has not filed a Material Change Report relating to any conduct of a director or executive officer that constitutes a departure from the Code;
- has established a written "Whistleblower Policy" which details complaint procedures for financial concerns as further described below under 'Complaints'. A copy of the policy has been filed on the Company's website;
- has created an "Insider Trading Policy" which details when directors, officers and employees should not engage in trading in the Company's securities;
- has established an "Anti-Bribery and Anti-Corruption Policy" which provides a framework to ensure the Company's compliance with applicable anti-bribery and anti-corruption laws and implemented training Company wide. A copy of the policy has been filed on the Company's website;
- has adopted a "Majority Voting Policy" which stipulates that in an election of an individual director nominee at a meeting of Shareholders, an individual director nominee will submit his or her resignation to the Chair for consideration by the Board promptly after the meeting if the votes "for" such individual director nominee represents less than the number of "withheld" votes;
- encourages management to consult with legal and financial advisors to ensure the Company is meeting its corporate governance requirements and obligations;
- is cognizant of the Company's timely disclosure obligations and reviews material disclosure documents such as financial statements, management's discussion & analysis and press releases prior to distribution;
- relies on its Audit Committee to discuss, as needed, the Company's systems of internal financial control with the Company's external auditor;
- relies on its Corporate Governance and Nominating Committee to monitor changes in the business, legal and cultural climate and make recommendations for changes to existing policies or implementation of new policies to the Board; and
- actively monitors the Company's compliance with the Board's directives and ensures that all material transactions are reviewed and authorized by the Board before being undertaken by management.

In addition, the Board complies with the conflict of interest provisions of its governing corporate legislation and relevant securities regulatory instruments and stock exchange policies (which require that interested directors recuse themselves from the consideration of, and voting on, such matters), to ensure its directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest. Directors are expected to consult with the Chairman and if deemed appropriate the Corporate Governance and Nominating Committee prior to joining another board in order to ensure that a conflict would not arise.

Complaints

The Company has established a written "Whistleblower Policy" which creates procedures for the confidential and anonymous submission by employees of complaints and concerns regarding the Company's accounting, auditing and financial reporting procedures and obligations, without fear of retaliation of any kind.

The Whistleblower Policy provides that if any person has any information, complaints or concerns regarding such matters being questionable, incorrect, misleading or fraudulent they are urged under the Policy to present such information, complaints or concerns to the Audit Committee, without regard to the position of the persons responsible for the subject matter of the information, complaint or concern. Promptly following the receipt of any information, complaints and concerns submitted to it, the Audit Committee will investigate each matter and take appropriate corrective actions.

The Audit Committee will retain as part of its records, any information, complaints or concerns received. Furthermore, it will keep a written record of all such reports or inquiries and make quarterly reports on any on-going investigation which will include steps taken to satisfactorily address each complaint.

Compensation

To assist the Board in determining the appropriate level of compensation to pay the Chief Executive Officer, Chief Financial Officer, other executive officers and directors, the Board has established a Compensation Committee, as described below under 'Board Committees'. The Committee recommends to the Board what it judges is the appropriate compensation based primarily on a comparison of the remuneration paid by the Company with the remuneration paid by other similar stage public companies that are active in the precious and base metals sector.

In addition, the Chief Executive Officer, Chief Financial Officer and other executive officers are granted stock options under the Incentive Stock Option Plan, Restricted Share Units (RSU) and Performance Share Units (PSU) under the RSU Plan. Non-executive Directors (and only non-executive directors) are granted DSUs under the DSU Plan (each as defined herein). The Board determines, upon receipt of recommendations of the Compensation Committee, the terms of each stock option, RSU, PSU and DSU granted to the directors and officers, within the parameters set out in the applicable plans and applicable rules, regulations and policies.

Board Committees

In order to assist the Board in carrying out its mandate, the Board has established the following committees:

1. Audit Committee, which carries out its function in accordance with the Audit Committee Charter;
2. Compensation Committee; which carries out its function in accordance with the Compensation Committee Charter;
3. Corporate Governance and Nominating Committee which will carry out its function in accordance with the Corporate Governance and Nominating Committee Charter; and
4. Health, Safety, Sustainability and Technical Committee, which carries out its function in accordance with the Health, Safety, Sustainability and Technical Committee Charter.

Their mandates and membership are outlined below. Existing committee charters are reassessed by each committee when the committee feels it is appropriate and are available on the Company's website at www.roxgold.com.

Compensation Committee

As at December 31, 2018, the Compensation Committee was comprised of Richard Colterjohn (Chairman), Norm Pitcher and Oliver Lennox-King, each of whom is an independent director. The Compensation Committee is responsible for reviewing all compensation (including the grant of stock options, RSUs, PSUs and DSUs under the applicable plans relating thereto) paid by the Company to the Board and senior management of the Company, and its subsidiaries. The Compensation Committee is also responsible for reporting to the Board on the results of those reviews and making recommendations to the Board for adjustments to such compensation. Each member of the Compensation Committee is an independent director.

Corporate Governance and Nominating Committee

The Board has formed a Corporate Governance and Nominating Committee comprised of Jonathan A. Rubenstein (Chairman), Oliver Lennox-King, Kate Harcourt and John Knowles, each of whom is an independent director. The Corporate Governance and Nominating Committee's primary function is to assist the Board in fulfilling its corporate governance oversight responsibilities, review and consider proposals for nomination of directors and assess incumbent directors for re-nomination to the Board. The Corporate Governance and Nominating Committee assists the Board in its corporate governance responsibilities by periodically reviewing the Company's current governance practices and written policies and making recommendations to the Board regarding refining current policies and governance practices as well as assisting management and the Board in implementing and adopting new procedures and policies. Each member of the Corporate Governance and Nominating Committee is an independent director. Corporate governance matters were discussed at the Board level at each Board meeting in 2018.

Health, Safety, Sustainability and Technical Committee

The Health, Safety, Sustainability and Technical Committee is comprised of Norm Pitcher (Chairman), Kate Harcourt, and John Dorward.

The Health, Safety, Sustainability and Technical Committee's responsibilities include reviewing and making recommendations, as appropriate, in regard to the Company's technical, environmental, occupational health and safety and community programs, including i) corporate environmental, occupational health and safety and community policies and procedures; ii) reviewing and making recommendations, as appropriate, in regard to associated compliance issues, if any; iii) ensuring that the Company monitors trends and reviews current and emerging issues in the environmental, occupational health and safety and community fields; iv) overseeing risk management, environmental performance and community considerations; and v) reviewing the Company's occupational health and safety performance to:

1. assess the effectiveness of the risk management, environmental, occupational health and safety and community programs and to make recommendations for improvement, where appropriate; and
2. determine if any occupational health and safety issues that may be identified as a result of such review are of significance to report to the Board.

The Health, Safety, Sustainability and Technical Committee also reviews the corporate social responsibility initiatives put forth by management with a keen focus on training, education, community improvement and where possible, local hiring. Where appropriate the Health, Safety, Sustainability and Technical Committee will make recommendations to management and/or the Board.

Finally, the Health, Safety, Sustainability and Technical Committee is responsible for counselling management in the production of clear and practical technical objectives that will help maximize the value of the Company's resources. The committee reviews the methodology used to calculate mineral resource and reserve estimates, as well as the technical aspects associated with mining, processing, and exploration activities at the site. Health, Safety, Sustainability and Technical matters were discussed at the Board level at each Board meeting in 2018.

Board and Committee Meetings

The Board holds regularly scheduled quarterly meetings throughout the year. Meetings are also conducted on an as-required basis in order to deal with matters as business developments warrant. As the Committees are comprised of both independent and non-independent directors, when consideration of a matter affecting non-independent directors occurs at a meeting, the non-independent directors refrain from discussion and voting or if appropriate excuse themselves from the meeting so that the independent directors can have an open and candid discussion of, and vote on, the matter. At the conclusion of each regularly scheduled Board meeting and committee meeting, the independent members of the Board hold an in-camera session without members of management present.

Current Board of Directors

The following table summarizes directors' attendance at all Board and Committee meetings since the beginning of the Company's last annual shareholders meeting:

| Director | Board of Directors | Audit Committee | Compensation Committee | Health, Safety Sustainability and Technical Committee | Corporate Governance & Nominating Committee |
|------------------------|--------------------|-----------------|------------------------|---|---|
| Oliver Lennox-King | 100% | – | 100% | – | 100% |
| Richard Colterjohn | 100% | 100% | 100% | – | – |
| Jonathan A. Rubenstein | 100% | 100% | – | – | 100% |
| Kate Harcourt | 100% | – | – | 100% | 100% |
| John L. Knowles | 100% | 100% | – | – | 100% |
| Norm Pitcher | 100% | – | 100% | 100% | – |
| John Dorward | 100% | – | – | 100% | – |

Director Term Limits and Other Mechanisms of Board Renewal

The Board has not established term limits for Board members at this time. Roxgold is entering its third year of operations and believes the continuity of the five directors who were appointed to the Board in 2012 (Oliver Lennox King, John Dorward, Richard Colterjohn, John Knowles and Jonathan Rubenstein) is a beneficial resource to the Company as it continues to pursue its organic and strategic growth objectives. The Board does not believe that an arbitrary term limit for Board members is the most effective way of ensuring overall Board effectiveness.

The Board has appointed a Corporate Governance and Nominating Committee as described under 'Board Committees'. The Committee reports to the Board its findings relating to performance and makes recommendations with regards to nominating or re-nominating directors. Any new appointees or nominees to the Board must have a favourable track record in general business management, special expertise in areas of strategic interest to the Company, the ability to devote the time required and a willingness to serve as a director.

Assessments

The Board is also responsible for regularly assessing its effectiveness and that of its committees and the individual directors on an on-going basis. The Board relies on the Corporate Governance and Nominating Committee to assist in assessing its members on an annual basis or more frequently if the Board or Committee determine this to be necessary. The Board also relies on the Committee to assist in assessing its formal procedures and the effectiveness of its written policies. The Chairman of the Board and the Chairman of the Corporate Governance and Nominating Committee completed a formal assessment in respect of the 2018 calendar year and did not identify any areas of concern.

Board Diversity

In 2014, amendments to National Instrument 58-101 were adopted requiring new disclosure of the representation of women on the Board and in executive officer positions. Presently, one of the Company's directors (14.3%) is female. The Company recognizes the benefits of having a diverse Board and has adopted a formal diversity policy which is available on the Company's website at www.roxgold.com. The Board is receptive to increasing the diversity on the Board, taking into account the skills, background, experience and knowledge desired at that particular time by the Board and its committees.

The Company does not support the adoption of quotas or targets regarding gender representation on the Board or in executive officer positions. All Board appointments are made on merit, in the context of the skills, experience, independence, knowledge and other qualities which the Board as a whole requires to be effective, with due regard for the benefits of diversity (including the level of representation of women on the Board). With respect to executive officer appointments, the Company recruits, manages and promotes on the basis of an individual's competence, qualification, experience and performance, also with due regard for the benefits of diversity (including the level of representation of women in executive officer positions). The Company will periodically assess the expertise, experience, skills and backgrounds of its directors in light of the needs of the Board, including the extent to which the current composition of the Board reflects a diverse mix of knowledge, experience, skills and backgrounds, including an appropriate number of female directors.

STATEMENT OF EXECUTIVE COMPENSATION

Roxgold's Compensation Philosophy

What Roxgold Does

- ✓ Provide Pay for Performance, with majority of compensation "at risk"
- ✓ Prioritize equity-based incentives over cash compensation, to encourage strong "equity culture" and align management's interests with shareholders
- ✓ Promote retention with performance based equity awards that vest over multiple years
- ✓ Require a double-trigger for NEOs' (as defined below) severance upon change of control
- ✓ Have an anti-hedging policy to prevent at-risk equity components being hedged against share price declines
- ✓ Have a trading blackout and an insider-trading policy
- ✓ Have a Clawback Policy which allows for recoupment of performance-based compensation in event of negligence, fraud or wilful misconduct
- ✓ Provide perquisites with sound business rationale
- ✓ Engage independent compensation consultants on a regular basis
- ✓ Work to provide comprehensive compensation disclosure to strengthen shareholder communication and engagement

What Roxgold Doesn't Do

- ✓ Reprice underwater stock options on more favourable terms
- ✓ Grant stock options to non-executive directors
- ✓ Provide guaranteed bonuses

Unless otherwise noted the following information is for the Company's last completed financial year which ended December 31, 2018, and since the Company had one or more subsidiaries during that year, is disclosed on a consolidated basis. All monetary amounts are disclosed in Canadian dollars unless expressly stated otherwise.

A. Named Executive Officers

For the purposes of this Management Information Circular, a Named Executive Officer ("NEO") of the Company means each of the following individuals:

- a) the Chief Executive Officer ("CEO") of the Company or each individual who acted in a similar capacity for any part of the most recently completed financial year;
- b) the Chief Financial Officer ("CFO") of the Company or each individual who acted in similar capacity for any part of the most recently completed financial year; and
- 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 Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with applicable law at the end of that financial year.

Compensation Discussion and Analysis

The executive compensation program is designed to 'pay for performance' by rewarding executives for delivering results that meet these objectives and support Roxgold's overall long-term strategy. This Compensation Discussion and Analysis describes the executive compensation program and the compensation received under the program by the NEOs who were actively employed by the Company as at the end of the fiscal year (December 31, 2018):

- a) John Dorward, President and CEO since September 25, 2012;
- b) Vince Sapuppo, CFO joined the Company on September 3, 2018;
- c) Iain Cox, Interim COO since July 1, 2018;
- d) Eric Pick, VP Corporate Development since November 7, 2017;
- e) Paul Criddle, former COO who left the Company on June 30, 2018; and
- f) Natacha Garoute, former CFO who left the Company on July 29, 2018.

Compensation Philosophy & Approach

The objective of Roxgold's executive compensation program and strategy is to attract, retain, and motivate talented executives and provide incentives for executives to create sustainable shareholder value over the long term. To achieve this objective, executive compensation is designed based on the following principles:

- **To align with Roxgold's business** - reflect the Company's past performance and transition from a mine development company to a gold production company; to be commensurate with the Company's financial ability to remunerate NEOs;
- **Pay competitively** - reflect each NEOs performance, expertise, responsibilities and length of service to the Company; set overall target compensation to ensure it remains competitive;
- **Pay for performance** - align with Roxgold's desire to create a performance culture and create direct tangible relationships between pay and performance;
- **To align to Shareholder interests** - align the interests of executives with those of Shareholders through the use of awards which increase in value when the Company's share price performance exceeds that of its peers and reduces in value when it trails the performance of its peers; and
- **Corporate governance** - continually review and, as appropriate for Roxgold, adopt executive compensation practices that align to current market practices.

The Compensation Committee has implemented a compensation regime that is designed to reflect the above objectives. Executive compensation consists of a combination of salary, annual performance bonus awards and longer-term equity-based incentives. A foundation principle of the Company's compensation philosophy is the promotion of a strong "equity culture" within senior management, whereby NEOs typically receive below peer group average cash compensation (salary and annual performance bonus awards) but above average equity-based incentives, with a view of targeting overall direct compensation in-line with its peer group (see "External Advice" and "Benchmarking" below).

In determining the level of annual performance bonus awards, the Compensation Committee takes into account the individual performance of each NEO and overall corporate performance against pre-determined performance objectives and metrics. In setting equity-based incentive awards, the Compensation Committee establishes time based and performance based vesting criterion. If it is deemed appropriate, the Compensation Committee has the authority to seek out advice from outside consultants. For further discussion, please see "Elements of Executive Compensation" discussion below. Based on these assessments and within the context of pay for performance principles, the Compensation Committee makes its recommendation to the Board for approval. These recommendations may reflect factors and considerations other than those indicated by market data or provided by advisors, including a consideration of prevailing economic conditions – both on a corporate level and on a national and international level – and industry norms for such awards.

The Compensation Committee and the Board as a whole has discretion to reward above or below the noted plan parameters when an individual or team has made an exceptional contribution to the performance of the Company or if the Company experienced lower-than expected performance which warrants award constraint.

The Compensation Committee has considered the implications of the risks associated with the Company's compensation program by designing an executive compensation structure in which a significant portion of overall compensation is subject to the achievement of certain milestones, including: (i) criteria relating to annual performance, in the case of bonus payments, (ii) vesting periods for stock options, which vest over multiple years and (iii) multi-year vesting periods and the achievement of performance criteria for PSUs.

External Advice

Following the 2012 Annual General Meeting, the Board engaged Lane Caputo Compensation Inc. ("Lane Caputo") to provide an independent, third party analysis of the compensation levels and practices for the company's senior executive team (including the Named Executive Officers) as well as the compensation for the Board of Directors. Lane Caputo subsequently conducted a compensation review in 2014 and 2016. An updated compensation review was also performed by Lane Caputo in 2018 (the "2018 Report").

Benchmarking

It is standard compensation practice to benchmark compensation against a group of relevant peer companies at similar stages of development, operating in the same regional geography and of similar size. In order to construct market-competitive compensation arrangements for Roxgold’s executive team, as well as the Company’s independent directors, the Compensation Committee developed a peer group of mining companies with similar operation in consultation with Lane Caputo for the purposes of the 2018 Report. The group peer was composed of the following companies for the 2018 compensation which include a higher proportion of producing companies to better reflect Roxgold’s operating status:

| | |
|-------------------------------|--------------------------|
| • Alacer Gold Corp. | • Leagold Mining Corp. |
| • Argonaut Gold Inc. | • Nevsun Resources Ltd. |
| • Asanko Gold Inc. | • Perseus Mining Ltd |
| • Avesoro Resources Inc. | • Resolute Mining Ltd. |
| • Dundee Precious Metals Inc. | • SEMAFO Inc |
| • Endeavour Silver Corp. | • Sierra Metals Inc. |
| • Fortuna Silver Mines Inc. | • Silvercorp Metals Inc. |
| • Golden Star Resources Ltd. | • Teranga Gold Corp |
| • Guyana Goldfields Inc. | • Trevali Mining Corp. |

Elements of Executive Compensation

As is the prevailing practice in the mineral exploration and mining industry, compensation of the NEOs is comprised of four components:

- a) base salary (Fixed);
- b) annual bonus awards (At-Risk);
- c) equity-based compensation (At-Risk); and
- d) personal benefits and perquisites (Fixed).

The Compensation Committee determined the following elements to be key to executive compensation in 2018.

2018 Executive Performance Metrics and Incentives:

| | |
|--|--|
| Overall Company Objective: | <ul style="list-style-type: none"> • To achieve operational performance and continue its organic growth while managing dilution to shareholders. |
| Key Deliverables: | <p>The executive team needed to:</p> <ol style="list-style-type: none"> 1) deliver operational performance while being a low-cost producer and ensuring strict adherence to safety culture; 2) pursue the Company’s organic growth, with the completion of the Bagassi South Project on budget and schedule; 3) deliver mineral resource growth and make a new discovery |
| Annual Incentives: (Annual Bonus) | <ul style="list-style-type: none"> • The target bonus was set as a percentage of each NEO’s base salary. The actual bonus was dependent on performance against agreed baseline benchmarking. Benchmarks would be comprised of a combination of "objective" (where possible) and "subjective" evaluation criterion. Individual benchmarks would be agreed upon annually with each employee to reflect key areas of their focus / responsibility. |
| Long-term Incentives: (RSUs) and (PSUs) | <ul style="list-style-type: none"> • The Company utilizes periodic RSU grants based on continuous employment and PSU grants based on performance against the Van Eck GDXJ ETF (“GDXJ”). |

Base Salary

The base salary for each NEO is reviewed annually by the Compensation Committee, with recommendations made to the Board for final approval. The base salary for each NEO is based on relevant marketplace information, experience, past performance and level of responsibility. For a fully-qualified incumbent in a given position, Roxgold targets salary at or below the median of the peer group. The Company may pay above or below this target to reflect each incumbent’s relative experience or performance versus the market, or to reflect competitive market pressures for a given skill set.

2018 Base Salary

The NEO’s base salaries are intended to be competitive with those paid in the gold mining industry and align with the Company’s performance. The 2018 base salary reflects Roxgold status as a gold producer.

The 2018 salary for each NEO is set out in a table under the heading “2018 Compensation Awards for the Named Executive Officers”.

Annual Bonus Awards

Target bonus levels (as a percentage of salary) are established to achieve total cash compensation (salary + bonus) at or below the median of the market when performance is at target levels. In determining annual bonus awards, Roxgold aims to achieve certain strategic objectives and milestones. An annual target performance bonus award is set for each NEO. The actual performance bonus paid in any year will be based on the performance of the executive against pre-determined individual performance objectives (IPO) and the performance of the company against predetermined corporate performance objectives (CPO). IPO will vary for each NEO and each of IPO and CPO will reflect key deliverables for a particular year.

2018 Bonus Awards

For 2018, the Compensation Committee set a target bonus for each NEO (as a % of salary) as well as CPO and IPO weightings (75% CPO and 25% IPO for the CEO and CFO, 50% CPO and 50% IPO for the Interim COO and 33% CPO and 67% IPO for the VP Corporate Development). The Compensation Committee also set IPO KPI metrics for each NEO, where applicable, which varied according to the responsibilities of each individual and company-wide CPO KPI metrics based upon a combination of objective (measurable) and subjective (discretionary) factors, as follows:

- Mission Critical Activities (80% of CPO): Focused on operating performance (5/8 for 62.5%) and growth (3/8 for 37.5%), established as follows:
 - Operating KPI (50% of CPO):
 - Production (45%): Set against the 2018 budget; 100% score for meeting budget, with a graduated scale from 0% to 200%;
 - Cash operating cost per ounce produced (20%): Set against 2018 budget; 100% score for meeting budget, with a graduated from 0% to 200%;
 - Waste development meters (15%): Set against 2018 budget; 100% score for meeting budget, with a graduated from 0% to 200%; and
 - Safety (20%): Set against LTI benchmarking; 100% score for a lost time injury frequency rate (“LTIFR”) of 1.0 per one million hours worked; with a graduated scale from 0% to 200%, also with 0% in the event of a fatality at one of the Company’s operations.
 - Growth KPI (30% of CPO):
 - Bagassi South (25%): Bagassi South project developed on schedule (i.e. December 2018);
 - Bagassi South (25%): Bagassi South project developed within budget;
 - Mineral Resources – (30%): 100% Score set at + 100,000 ounces (pre-depletion), with a graduated scale from 0% to 200%; and
 - New Discovery – (20%): 100% Score set at + 100,000 potential ounces, with a graduated scale from 0% to 200%.
- Discretionary (20%): Based on a discretionary assessment of subjective factors by the Board.

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In assessing 2018 performance against CPO benchmarks, the Compensation Committee determined an overall CPO score of 139%, driven by the following component scores:

- Critical Activities: Score of 148%, derived as follows:
 - Operating KPI: Score of 192% – due to gold production of 132,656 ounces (200% score) at a cash operating cost per ounce produced of \$426 per ounce (200% Score) while developing 3,147 metres (200% Score) and maintaining an LTIFR of 0.39 (160% Score);
 - Growth KPI: Score of 75%, derived as follows:
 - Bagassi South was developed on schedule (100% score) and below budget (200% score);
 - No Resource increase as a Resource update is scheduled to be released in Q2 2019 (0% score);
 - No new discoveries (0% score).

Discretionary: Score of 100%, as the Compensation Committee determined that there had not been any material management performance indicators that not already been taken into account in setting the 2018 CPO and IPO framework, thereby electing not to use any discretion.

In assessing the 2018 performance against IPO benchmarks, the Compensation Committee determined an overall IPO score of 125% for the CEO, 100% for each of the Interim COO and the Vice President Corporate Development and 120% for the CFO, following consultation with the CEO in relation to his recommendations regarding his reports.

The following table sets out the tabulations for 2018 NEO bonus awards, together with the key CPO and IPO Inputs (pro-rated where necessary):

| NEO | Target Bonus (% salary) | CPO Weighting (%) | IPO Weighting (%) | Weighted Score | Actual Bonus (% salary) |
|---------------|-------------------------|-------------------|-------------------|----------------|-------------------------|
| John Dorward | 75% | 75% | 25% | 136% | 102% |
| Vince Sapuppo | 45% | 75% | 25% | 134% | 20% ¹ |
| Iain Cox | 40% | 50% | 50% | 120% | 48% |
| Eric Pick | 45% | 33% | 67% | 113% | 51% |

2018 Bonus awards for each NEO are set out in a table under the heading "2018 Compensation Awards for the Named Executive Officers".

¹ Mr. Sapuppo commenced on September 3, 2018 and received a pro-rata bonus for 2018.

Equity-based Incentives

Equity-based incentives are a particularly important component of compensation in the junior mining industry and are a critical component of the Company's compensation philosophy to promote a strong "equity culture" within senior management. These plans are designed to align the interests of the NEOs and other participating employees with the interests of Shareholders by linking a component of compensation to the long-term performance of the Shares. Awards under these arrangements for the NEOs are structured to create total direct compensation (i.e., the combination of salary + bonus + equity-based incentives) with median market positioning, or above, when performance warrants.

Stock Options

At the Company's Annual General Meeting held on June 9, 2016, the Company's Shareholders approved the continuation and certain amendments to the Company's rolling Option Plan. Under the current rolling Option Plan, a maximum of 10% of the Shares issued and outstanding at any time are reserved for issuance under the plan.

At the discretion of the Board, options are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses, RSU Plan grants (see below) and competitive market factors. Stock options granted by the Board currently vest one-third (1/3) on the date of grant and one-third (1/3) on each of the 12 and 24 month anniversaries of grant. The 2018 annual burn rate of stock options and RSUs/PSUs is 0.77% and is 0.98% including DSUs which are granted to non-executive directors. At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the Option Plan as set out on page 39.

There were no stock options granted to the NEOs in 2018.

Restricted and Performance Share Units

A new Restricted Share Unit plan, ("RSU Plan") was approved at the 2017 Annual Meeting of Shareholders. Under the RSU Plan, Restricted Share Units ("RSU") as well as Performance Share Units ("PSU") may be granted at the discretion of the Board as a long-term incentive to executives taking into account a number of factors, including the amount and term of units previously granted, base salary and bonuses and competitive market factors. Granted RSUs and PSUs are notional shares that have the same value as Shares and earn dividend equivalents as additional units, at the same rate as dividends paid on the Shares. No dividend equivalents will vest unless the associated RSUs and PSUs also vest. The vesting conditions for each unit granted under the RSU plan are established by the Board at the time of grant, but if no specific conditions are set, the vesting date will be December 1 of the third calendar year following the grant date. Restricted Share Unit means an Award Payout that generally becomes vested, if at all, following a period of continuous employment of the Recipient with the Company and satisfaction of other such conditions to vesting, if any, as may be determined by the Board or Committee from time to time. Performance Share Unit means a share unit on the terms contained in this Plan, multiplied by a Payout Factor, that generally becomes vested, if at all, subject to the attainment of certain Performance Conditions and satisfaction of other such conditions to vesting, if any, as may be determined by the Board or Committee from time to time.

All vested RSUs and PSUs are valued based on the volume weighted average price per Common Share traded on the Toronto Stock Exchange over the 5 trading days immediately preceding the grant date. The RSU and PSU Plans provides for the issuance of one Share for each whole vested RSU and PSU. Fractional vested RSUs and PSUs will be paid out in cash. Each Share issued by the Company pursuant to the RSU Plan will be issued as fully paid and non-assessable.

In the event of a Change of Control (as defined in the RSU Plan) which is followed by the termination or cessation of employment due to a material reduction or change of position, duties or remuneration at any time during the ensuing 12 months, all RSUs and PSUs immediately vest with the Payout Factor on the PSUs determined based upon actual performance against Performance Conditions up to the date of the Change of Control event. Upon death, permanent disability or retirement from active employment of a participant under the RSU Plan, the participant shall continue to be entitled to redeem and receive payment for the RSUs and PSUs held by the participant on a vesting date stipulated under the terms of the RSU Plan. Upon resignation of a participant, RSUs and PSUs for which performance and other vesting criteria have been met will remain outstanding, and all other RSUs and PSUs will be forfeited for no consideration. In the event of termination of employment for cause, all RSUs and PSUs will immediately be forfeited.

The Compensation Committee deems RSUs and PSU's as a valuable retention and incentive mechanism for senior management. At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the RSU Plan as set out on page 40.

2018 Equity-based Incentive Awards

The board generally approves Equity based Incentive awards on an annual basis, as part of annual review of management compensation which is conducted around each calendar year-end. Equity Incentive Awards to NEOs and other Senior Management (currently 10 individuals in total) are generally split as to ½ Retention based grants (either Options or RSUs) and ½ Performance Based grants (Performance Share Units) and while Equity Incentive Awards to other eligible employees are entirely Retention based grants. Vesting Conditions for all Equity Incentive awards are set by the board.

During 2018, the Company made the Equity Incentive awards with the following vesting requirements:

Retention Based grants:

- RSU grants (no Options granted during 2018)
- Vesting based upon continued employment with Company, as to 1/3 after each of 12, 24 and 36 months
- Accelerated vesting upon Change of Control event

Performance Based grants:

- PSUs
- Vesting and Payout Factor based upon relative share price performance (TSR) against the Van Eck GDXJ Index over a cumulative 3 year measurement period
- Payout Factor will vary based upon actual TSR, with 100% Payout at cumulative +10% outperformance vs. GDXJ, 200% maximum at +25% outperformance and 0% at -25% outperformance.
- Accelerated vesting upon Change of Control event, with Payout Factor determined by actual TSR performance during measurement period, truncated to time of Change of Control event.

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Equity Incentive awards to NEOs in 2018 are set out in the table below (see "2018 Compensation Awards for the Named Executive Officers")

Retirement plan contributions and personal benefits

Roxgold does not have a pension plan or any other post-employment benefit program for NEOs, or other employees. Personal group health and life insurance benefits provided to the NEOs are available to all permanent full-time employees of the Company. At the discretion of the Board and based on market-prevalent practices, other perquisites may be provided to NEOs in relation to the specific office held by each NEO.

2018 Compensation Awards for the Named Executive Officers

Annual base salary, bonus, PSU grants, RSU grants and option grants for fiscal 2018 to the NEOs were as follows (all dollar amounts in Canadian dollars):

| Name | Annual Base Salary Rate (\$) | Bonus (\$) | Total PSU Grant (#) | Total RSU Grant (#) | Total Option Grant (#) |
|---|-------------------------------------|-------------------|----------------------------|----------------------------|-------------------------------|
| John Dorward President, CEO and Director | 535,000 | 544,202 | 252,101 | 252,101 | Nil |
| Vince Sapuppo ⁽¹⁾ CFO | 128,120 | 77,610 | Nil | 250,000 | Nil |
| Iain Cox ⁽²⁾ Interim COO | 476,219 | 227,615 | 84,034 | 159,034 | Nil |
| Eric Pick VP Corporate Development | 250,000 | 127,124 | 105,042 | 105,042 | Nil |
| Paul Criddle ⁽³⁾ Former COO | 212,978 | Nil | 199,580 | 199,580 | Nil |
| Natacha Garoute ⁽⁴⁾ Former CFO | 206,000 | Nil | 147,059 | 147,059 | Nil |

Notes:

- (1) Mr. Sapuppo was appointed CFO of Roxgold on September 3, 2018 and did not earn any compensation from Roxgold prior to such date.
- (2) Mr. Cox was appointed interim COO of Roxgold on July 1, 2018 and had earned compensation from Roxgold as a non-NEO prior to such date. The annual base salary above includes his full year salary of which \$254,306 was earned in his capacity as interim COO and \$221,913 as a non-NEO.
- (3) Mr. Criddle resigned as COO of Roxgold on June 30, 2018 and as such forfeited any unvested PSU and RSU granted in fiscal 2018.
- (4) Ms. Garoute resigned as CFO of Roxgold on July 29, 2018 and as such forfeited any unvested PSU and RSU granted in fiscal 2018.

Further information pertaining to the NEOs compensation for the past three fiscal years is found in the section, "Tabular Compensation Disclosure for the Named Executive Officers - Summary Compensation Table", below.

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Tabular Compensation Disclosure for the Named Executive Officers

Summary Compensation Table

The following table discloses a summary of compensation earned by each of Roxgold's NEOs for each of the three most recently completed financial years ended December 31, 2016, December 31, 2017 and December 31, 2018 (all dollar amounts in Canadian dollars).

| Name and Principal Position | Year | Salary (\$) | Share-based Awards ⁽¹⁾ (\$) | Option-based Awards ⁽²⁾ (\$) | Non-Equity incentive plan compensation | | Pension Value (\$) | All Other Compensation (\$) | Total (\$) |
|---|------|-------------|--|---|--|--------------------------------|--------------------|-----------------------------|------------|
| | | | | | Annual incentive plans (\$) | Long-term incentive plans (\$) | | | |
| John Dorward President, CEO and Director | 2018 | 535,000 | 600,000 | Nil | 544,202 | Nil | Nil | Nil | 1,679,202 |
| | 2017 | 525,000 | 230,000 | 349,400 | 516,503 | Nil | Nil | Nil | 1,620,903 |
| | 2016 | 360,000 | 311,250 | 262,865 | 325,260 | Nil | Nil | Nil | 1,259,375 |
| Vince Sapuppo ⁽³⁾ CFO | 2018 | 128,120 | 230,000 | Nil | 77,610 | Nil | Nil | Nil | 435,730 |
| Iain Cox ⁽⁴⁾ Interim COO | 2018 | 476,219 | 289,250 | Nil | 227,615 | Nil | Nil | Nil | 993,085 |
| Eric Pick VP Corporate Development | 2018 | 250,000 | 250,000 | Nil | 127,124 | Nil | Nil | Nil | 627,124 |
| | 2017 | 35,096 | Nil | Nil | 22,647 | Nil | Nil | Nil | 57,743 |
| Paul Criddle ⁽⁵⁾ Former COO | 2018 | 212,978 | Nil | Nil | Nil | Nil | Nil | 205,000 | 417,978 |
| | 2017 | 425,000 | 182,083 | 276,608 | 278,748 | Nil | Nil | Nil | 1,162,439 |
| | 2016 | 320,000 | 249,000 | 210,300 | 216,800 | Nil | Nil | Nil | 996,100 |
| Natacha Garoute ⁽⁶⁾ Former CFO | 2018 | 206,000 | Nil | Nil | Nil | Nil | Nil | Nil | 206,000 |
| | 2017 | 350,000 | 134,167 | 203,817 | 210,539 | Nil | Nil | Nil | 898,522 |
| | 2016 | 270,000 | 186,750 | 175,250 | 164,633 | Nil | Nil | Nil | 796,633 |

Notes:

- (1) Share based awards consists of Restricted Units Shares ("RSU") or Performance Share Units ("PSU") which are subject to vesting criterion. The Share-based awards value is based on the fair market value of the stock price at the time of the grant.
- (2) Option-based awards represent the fair value of stock options granted or recognized in the year under the Company's Option Plan. Grant date fair value calculations for option grants are based on the Black-Scholes Option Price Model. Option-pricing models require the use of highly subjective estimates and assumptions including the expected stock price volatility. Changes in the underlying assumptions can materially affect the fair value estimates and therefore, in management's opinion, existing models do not necessarily provide a reliable measure of the fair value of the Company's option-based awards.
- (3) Mr. Sapuppo was appointed CFO of Roxgold on September 3, 2018 and did not earn any compensation from Roxgold prior to such date.
- (4) Mr. Cox was appointed interim COO of Roxgold on July 1, 2018 and had earned compensation from Roxgold as a non-NEO prior to such date.
- (5) Mr. Criddle resigned as COO of Roxgold on June 30, 2018 and included other compensation is fees earned in cash and in DSUs while Mr. Criddle was a director of the Company.
- (6) Ms. Garoute resigned as CFO of Roxgold on July 29, 2018.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets out the outstanding option-based and share-based awards for NEOs as at December 31, 2018, the end of the Company's most recently completed financial year (all dollar amounts in Canadian dollars).

| Name | Option-based Awards | | | | Share-based Awards ⁽²⁾ | | |
|--|--|----------------------------|--------------------------------|---|--|--|--|
| | Number of securities underlying unexercised options (#) ⁽¹⁾ | Option exercise price (\$) | Option expiration date (M/D/Y) | Value of unexercised in-the-money options (\$) ⁽¹⁾ | Number of shares or units of shares that have not vested (#) | Market or payout value of share-based awards that have not vested (\$) | Market or payout value of vested share-based awards not paid out or distributed (\$) |
| John Dorward President, CEO and Director | 500,000 | 0.55 | April 23, 2019 | 130,000 | 704,202 | 570,403 | Nil |
| | 750,000 | 0.70 | February 2, 2020 | 82,500 | | | |
| | 750,000 | 0.69 | January 4, 2021 | 90,000 | | | |
| | 500,000 | 1.50 | January 19, 2022 | - | | | |
| Vince Sapuppo CFO | Nil | Nil | Nil | Nil | 250,000 | 202,500 | Nil |
| Iain Cox Interim COO | 250,000 | 0.65 | February 2, 2020 | 40,000 | 309,734 | 250,885 | Nil |
| | 200,000 | 0.69 | January 4, 2021 | 24,000 | | | |
| | 166,667 | 1.50 | January 19, 2022 | - | | | |
| Eric Pick VP Corporate Development | Nil | Nil | Nil | Nil | 210,084 | 170,168 | Nil |
| Paul Criddle Former COO | 130,000 | 0.55 | April 23, 2019 | 33,800 | Nil | Nil | Nil |
| | 600,000 | 0.70 | February 2, 2020 | 66,000 | | | |
| | 600,000 | 0.69 | January 4, 2021 | 72,000 | | | |
| | 131,944 | 1.50 | January 19, 2022 | - | | | |
| Natacha Garoute Former CFO | 97,222 | 1.50 | March 31, 2019 | Nil | Nil | Nil | Nil |

(1) The value of unexercised in-the-money options noted above is based on the TSX market closing price of the Shares on December 31, 2018, being \$0.81 and represents the difference between the exercise price and the closing price of the Shares as of December 31, 2018.

(2) Share-based awards consist of RSUs and PSUs and are settled in Shares in accordance with the Company's RSU Plan. Share-based awards vest upon meeting predetermined performance criteria. For more information regarding RSU and PSU vesting please see Incentive Plan Awards. The market or payout value is based on the TSX market closing price of the Shares on December 31, 2018, being \$0.81.

The following table provide information about the number of options exercised and underlying shares sold, and the value realized by each NEO during the financial year ended December 31, 2018 based on the stock price at the time of exercise (all dollar amounts in Canadian dollars):

| Name | Option-based awards exercised during the year (#) | Underlying shares sold (#) | Aggregate value realized (\$) |
|-----------------|---|----------------------------|-------------------------------|
| Natacha Garoute | 1,150,000 | 1,150,000 | 356,975 |

Incentive Plan Awards – Value Vested or Earned During the Year

The following table discloses incentive plan awards, including annual incentive bonuses and contracted milestone bonuses, vested or awarded during the financial year ended December 31, 2018 (all dollar amounts in Canadian dollars):

| Name | Option-based awards Value vested during the year (\$) | Share-based awards Value vested during the year (\$) | Non-equity incentive plan compensation Value earned during the year (\$) |
|-----------------|---|--|---|
| John Dorward | 145,000 | Nil | 544,202 |
| Vince Sapuppo | Nil | Nil | 77,610 |
| Iain Cox | 38,667 | Nil | 227,615 |
| Eric Pick | Nil | Nil | 127,124 |
| Paul Criddle | 116,000 | Nil | Nil |
| Natacha Garoute | 96,667 | Nil | Nil |

Note: Option-based awards value vested during the year is the difference between the market price of the underlying securities at exercise and the exercise price of the options under the option-based award on the vesting date. Share-based award value vested during the year is calculated using the Company's share price on the vesting date.

Agreements with Named Executive Officers (NEOs)

John Dorward - President, Chief Executive Officer and Director

Mr. Dorward was appointed interim CEO on September 25, 2012. On December 18, 2012, he was appointed President, CEO and a director of the Company. On December 18, 2012, Mr. Dorward and Roxgold entered into an Employment Agreement under which Mr. Dorward is entitled to participate in all elements in the executive compensation program as well as any group insurance or health benefit plans the Company establishes. Mr. Dorward does not receive any additional compensation for his services as a director.

Mr. Dorward's Employment Agreement includes termination and change of control compensation and benefit scenarios. Under the terms of Mr. Dorward's Employment Agreement no compensation other than compensation earned prior to the date of termination is payable by the Company in the event the Employment Agreement is terminated for just cause, voluntarily terminated or terminated due to death.

The Company may terminate the Employment Agreement at any time without cause by providing 12 months' notice, pay in lieu of notice or a combination of notice or pay in lieu thereof which covers the 12 month notice period. The amount of severance pay payable if the Company terminates the Employment Agreement under this scenario would be an amount equal to the total of a) the then current 12 month base salary, b) any bonus contained in the Employment Agreement that is then calculable and would have been payable during the 12 month severance period had the Employment Agreement not been terminated, c) the average of the past 2 years' bonuses, if any, less the amount payable in b), and d) the cost to the Company of the benefits available to the Mr. Dorward immediately prior to termination. To the extent that any payment or benefit is above and beyond the minimum required by the employment standards legislation, it will be conditional upon Mr. Dorward executing and delivering to a full and final release to the Company, with respect to the employment. If Mr. Dorward was terminated without cause on December 31, 2018 he would have been entitled to the following maximum payments:

| | |
|--|-------------------------|
| | \$ |
| 1 x annual base salary | 535,000 |
| 1 x annual bonus | 401,250 |
| 2 year average bonus less current year bonus | 129,103 |
| 1 year benefits | 19,428 |
| Value of vested Options | 302,500 |
| Value of vested RSUs | 113,906 |
| TOTAL: | <u>1,501,187</u> |

If Mr. Dorward resigns due to an event that constitutes constructive dismissal under common law and constructive dismissal did, in fact, exist at the time of Mr. Dorward's resignation, the Company will be required to pay severance equal to that which would have been payable had Mr. Dorward been terminated without cause above.

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Mr. Dorward's Employment Agreement contains a Change of Control clause whereby if the Company terminates Mr. Dorward's employment by giving notice or through constructive dismissal within twelve months following a change of control event Mr. Dorward is entitled to severance equal two (2) times the amount payable in the without cause scenario described above.

If Mr. Dorward was terminated as a result of a change of control on December 31, 2018, he would have been entitled to the following maximum payments:

| | \$ |
|--|------------------|
| 2 x annual base salary | 1,070,000 |
| 2 x annual bonus | 802,500 |
| 2-year average bonus less current year bonus | 258,205 |
| 2 year benefits | 38,856 |
| Value of in the money options ⁽¹⁾ | 302,500 |
| Value of unvested PSUs | 366,202 |
| Value of unvested and vested RSUs | 318,108 |
| TOTAL | 3,156,371 |

⁽¹⁾ Value of in the money options is the difference between the market price of Roxgold's common share of \$0.81 as of December 31, 2018 and the exercise price of the options.

Vince Sapuppo - Chief Financial Officer

Mr. Sapuppo was appointed Chief Financial Officer of the Company on September 3, 2018. On September 3, 2018, Mr. Sapuppo and Roxgold entered into an Employment Agreement under which Mr. Sapuppo is entitled to participate in all elements in the executive compensation program as well as any group insurance or health benefit plans the Company establishes.

Mr. Sapuppo's Employment Agreement includes termination and change of control compensation and benefit scenarios. Under the terms of Mr. Sapuppo's Employment Agreement no compensation other than compensation earned prior to the date of termination is payable by the Company in the event the Employment Agreement is terminated for just cause, voluntarily terminated or terminated due to death.

The Company may terminate the Employment Agreement at any time without cause by providing 6 months' notice, pay in lieu of notice or a combination of notice or pay in lieu thereof which covers the 6 month notice period. The amount of severance pay payable if the Company terminates the Employment Agreement under this scenario would be an amount equal to the total of a) the then current 6 month base salary, b) any bonus contained in the Employment Agreement that is then calculable and would have been payable during the 6 month severance period had the Employment Agreement not been terminated, c) the average of the past 2 years' bonuses if any less the amount payable in b), and d) the cost to the Company of the benefits available to the Mr. Sapuppo immediately prior to termination. To the extent that any payment or benefit is above and beyond the minimum required by the employment standards legislation, it will be conditional upon Mr. Sapuppo executing and delivering to a full and final release to the Company, with respect to the employment. If Mr. Sapuppo was terminated without cause on December 31, 2018, he would have been entitled to the following maximum payments:

| | \$ |
|-------------------------|----------------|
| 6 x base monthly salary | 193,750 |
| 6 x prorated bonus | 87,188 |
| 6 x prorated benefits | 11,274 |
| Value of vested RSUs | - |
| TOTAL | 292,212 |

If Mr. Sapuppo resigns due to an event that constitutes constructive dismissal under common law and constructive dismissal did, in fact exist at the time of Mr. Sapuppo resignation the Company will be required to pay severance equal to that which would have been payable had Mr. Sapuppo been terminated without cause above.

MANAGEMENT INFORMATION CIRCULAR

Mr. Sapuppo's Employment Agreement contains a Change of Control clause whereby if the Company terminates Mr. Sapuppo's employment by giving notice or through constructive dismissal within twelve months following a change of control event Mr. Sapuppo is entitled to receive a severance for a severance period of 24 months.

If Mr. Sapuppo was terminated as a result of a change of control on December 31, 2018, he would have been entitled to the following maximum payments:

| | |
|--|------------------|
| | \$ |
| 2 x annual base salary | 774,960 |
| 2 x annual bonus | 348,732 |
| 2-year average bonus less current year bonus | - |
| 2-year benefits | 45,098 |
| Value of unvested and vested RSUs | 202,500 |
| TOTAL | 1,371,290 |

Iain Cox – Interim Chief Operating Officer

Mr. Cox was appointed Interim Chief Operating Officer of the Company on July 1, 2018 and continues to serve in his capacity of General Manager of Operations since December 15, 2014. On December 15, 2014, Mr. Cox and Roxgold entered into an Employment Agreement under which Mr. Cox is entitled to participate in all elements in the executive compensation program as well as any group insurance or health benefit plans the Company establishes.

Mr. Cox's Employment Agreement includes termination and change of control compensation and benefit scenarios. Under the terms of Mr. Cox's Employment Agreement no compensation other than compensation earned prior to the date of termination is payable by the Company in the event the Employment Agreement is terminated for just cause, voluntarily terminated or terminated due to death.

The Company may terminate the Employment Agreement at any time without cause by providing 12 weeks' notice, pay in lieu of notice or a combination of notice or pay in lieu thereof which covers the 12 week notice period. The amount of severance pay payable if the Company terminates the Employment Agreement under this scenario would be an amount equal to the total of a) the then current 12 week base salary, b) any bonus contained in the Employment Agreement that is then calculable and would have been payable during the severance period had the Employment Agreement not been terminated, c) the average of the past 2 years' bonuses if any less the amount payable in b), and d) the cost to the Company of the benefits available to the Mr. Cox immediately prior to termination. To the extent that any payment or benefit is above and beyond the minimum required by the employment standards legislation, it will be conditional upon Mr. Cox executing and delivering to a full and final release to the Company, with respect to the employment. If Mr. Cox was terminated without cause on December 31, 2018 he would have been entitled to the following maximum payments:

| | |
|-------------------------|----------------|
| | \$ |
| 12 x base week salary | 117,399 |
| Pro-rata bonus | 46,960 |
| Pro-rata benefits | - |
| Value of vested Options | 64,000 |
| Value of vested RSUs | 45,563 |
| TOTAL | 273,921 |

If Mr. Cox resigns due to an event that constitutes constructive dismissal under common law and constructive dismissal did, in fact exist at the time of Mr. Cox's resignation the Company will be required to pay severance equal to that which would have been payable had Mr. Cox been terminated without cause above.

MANAGEMENT INFORMATION CIRCULAR

Mr. Cox's Employment Agreement contains a Change of Control clause whereby if the Company terminates Mr. Cox's employment by giving notice or through constructive dismissal within twelve months following a change of control event Mr. Cox is entitled to receive a severance for a severance period of 12 months.

If Mr. Cox was terminated as a result of a change of control on December 31, 2018 he would have been entitled to the following maximum payments:

| | |
|--|------------------|
| | \$ |
| 1 x annual base salary | 508,600 |
| 1 x annual bonus | 203,440 |
| 2-year average bonus less current year bonus | 17,717 |
| Value of in the money options ⁽¹⁾ | 64,000 |
| Value of unvested PSUs | 122,067 |
| Value of unvested and vested RSUs | 174,380 |
| TOTAL | 1,090,204 |

⁽¹⁾ Value of in the money options is the difference between the market price of Roxgold's common share of \$0.81 as of December 31, 2018 and the exercise price of the options.

Eric Pick – VP Corporate Development

Mr. Pick was appointed VP Corporate Development of the Company on November 10, 2017. On November 10, 2017, Mr. Pick and Roxgold entered into an Employment Agreement under which Mr. Pick is entitled to participate in all elements in the executive compensation program as well as any group insurance or health benefit plans the Company establishes.

Mr. Pick's Employment Agreement includes termination and change of control compensation and benefit scenarios. Under the terms of Mr. Pick's Employment Agreement no compensation other than compensation earned prior to the date of termination is payable by the Company in the event the Employment Agreement is terminated for just cause, voluntarily terminated or terminated due to death.

The Company may terminate the Employment Agreement at any time without cause by providing 10 weeks' notice, pay in lieu of notice or a combination of notice or pay in lieu thereof which covers the 10-week notice period. The amount of severance pay payable if the Company terminates the Employment Agreement under this scenario would be an amount equal to the total of a) the then current 10 week base salary, b) any bonus contained in the Employment Agreement that is then calculable and would have been payable during the severance period had the Employment Agreement not been terminated, c) the average of the past 2 years' bonuses if any less the amount payable in b), and d) the cost to the Company of the benefits available to the Mr. Pick immediately prior to termination. To the extent that any payment or benefit is above and beyond the minimum required by the employment standards legislation, it will be conditional upon Mr. Pick executing and delivering to a full and final release to the Company, with respect to the employment. If Mr. Pick was terminated without cause on December 31, 2018 he would have been entitled to the following maximum payments:

| | |
|-------------------------|---------------|
| | \$ |
| 10 x base week's salary | 48,077 |
| Pro-rata bonus | 21,635 |
| Pro-rata benefits | 2,479 |
| Value of vested RSUs | - |
| TOTAL | 72,190 |

If Mr. Pick resigns due to an event that constitutes constructive dismissal under common law and constructive dismissal did, in fact exist at the time of Mr. Pick's resignation the Company will be required to pay severance equal to that which would have been payable had Mr. Pick been terminated without cause above.

Mr. Pick's Employment Agreement contains a Change of Control clause whereby if the Company terminates Mr. Pick's employment by giving notice or through constructive dismissal within twelve months following a change of control event Mr. Pick is entitled to receive a severance for a severance period of 24 months.

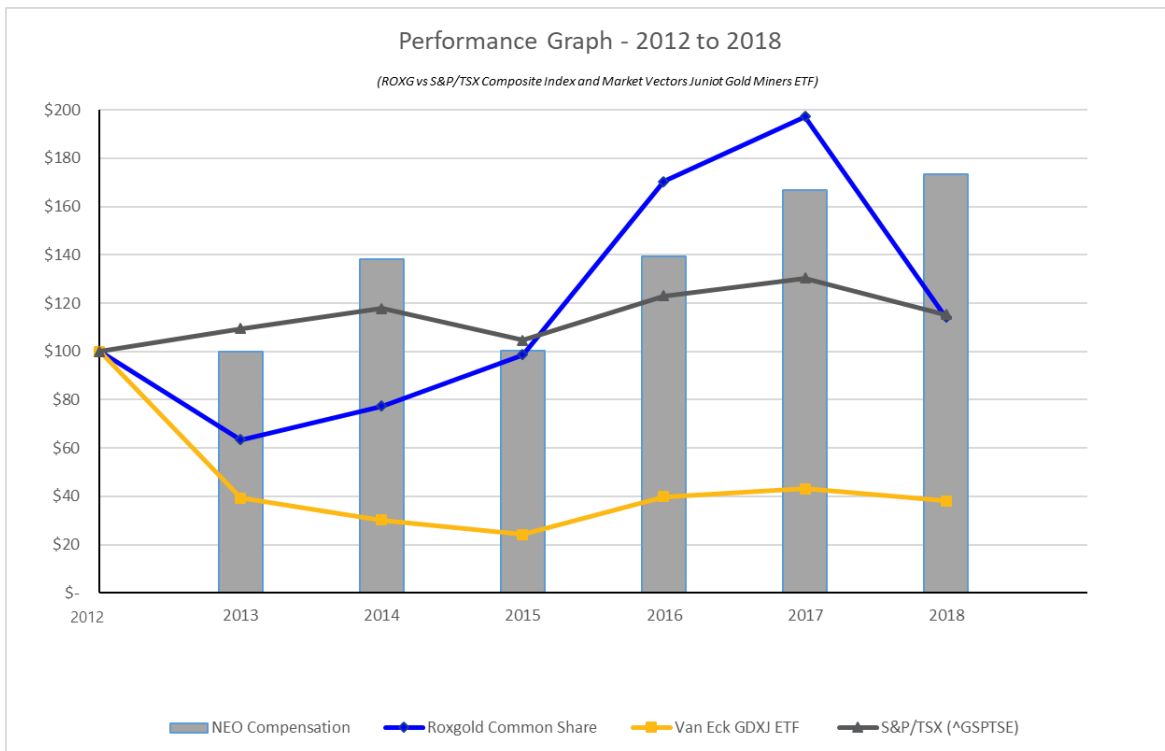
MANAGEMENT INFORMATION CIRCULAR

If Mr. Pick was terminated as a result of a change of control on December 31, 2018 he would have been entitled to the following maximum payments:

| | |
|--|----------------|
| | \$ |
| 2 x annual base salary | 500,000 |
| 2 x annual bonus | 225,000 |
| 2-year average bonus less current year bonus | 38,249 |
| 2-year benefits | 19,832 |
| Value of in the money options | - |
| Value of unvested PSUs | 85,084 |
| Value of unvested and vested RSUs | 85,084 |
| TOTAL | 953,249 |

Performance graph

The following graph compares the performance of Roxgold common shares against the performance of Van Eck GDXJ ETF and the S&P Composite Index since the end of 2012, a period which reflects the tenure of the new management team. In each case, it reflects the evolution of value assuming the investment of \$100 at the commencement of the measurement period.



Note: Sourced from Bloomberg. Cumulative Total Shareholder Return assuming dividend reinvestment

| | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|----------------------------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Roxgold Common Share | \$ 100 | \$ 63 | \$ 77 | \$ 99 | \$ 170 | \$ 197 | \$ 114 |
| Van Eck GDXJ ETF | \$ 100 | \$ 39 | \$ 30 | \$ 24 | \$ 40 | \$ 43 | \$ 38 |
| S&P/TSX (^GSPTSE) | \$ 100 | \$ 110 | \$ 118 | \$ 105 | \$ 123 | \$ 130 | \$ 115 |
| NEO Compensation | | \$ 100 | \$ 138 | \$ 100 | \$ 139 | \$ 167 | \$ 169 |
| Roxgold Common Share | \$ 0.71 | \$ 0.45 | \$ 0.55 | \$ 0.70 | \$ 1.21 | \$ 1.40 | \$ 0.81 |
| Van Eck GDXJ ETF | \$ 79.16 | \$ 31.05 | \$ 23.93 | \$ 19.21 | \$ 31.55 | \$ 34.13 | \$ 30.22 |
| S&P/TSX (^GSPTSE) | \$ 12,434 | \$ 13,622 | \$ 14,632 | \$ 13,010 | \$ 15,288 | \$ 16,209 | \$ 14,323 |
| NEO Total Compensation C\$ | | \$ 2,574,418 | \$ 3,561,427 | \$ 2,586,575 | \$ 3,587,399 | \$ 4,293,727 | \$ 4,359,118 |

Note: assuming an investment of \$100 on December 31, 2012 with a Roxgold share price of \$0.71, the TSX S&P Composite index at 12,434 and the GDXJ index at \$79.16 with all dividends reinvested.

From December 31, 2012 to December 31, 2018, the share price of the Company increased by 14% compared to an increase in the S&P/TSX Composite Index of 15% and compared to a decrease in the GDXJ Index of 62% during the corresponding six-year period. During the same period, the aggregate compensation of all individuals acting as NEOs increased by 69%, from a base of \$2,574,418 in 2013 to \$4,359,118 in 2018. This increase in aggregate compensation for all NEOs over the six-year period can be attributed to several factors, including the ongoing growth in the size and complexity of the business along with the development of the Company as it transitioned from exploration to development and production.

Accordingly, the Company's share price has significantly outperformed the GDXJ Index over since the end of 2012. The Board is of the view that this has been driven primarily by management's ability to bring Yaramoko project into production in less than five years, management's ability to keep costs at or below guidance and construction of Bagassi South project on time and under budget.

As discussed above, the majority of NEO compensation is "at risk", as short-term incentive (bonus) and long-term incentive (options and RSU) compensation are either tied directly to execution against project advancement milestones or directly to relative and/or absolute shareholder returns. As a consequence, actual NEO compensation will increase with the out-performance of the Company's share price, but conversely decrease in the face of an underperforming share price. The Board believes this is the ultimate test of the "pay-for-performance" principle and true alignment of NEO compensation with shareholder returns.

DIRECTOR COMPENSATION

Compensation Philosophy and Approach

The compensation arrangements for non-employee directors are intended to attract highly qualified individuals with the capability to meet the challenging oversight responsibilities of a mining company and to closely align non-employee directors' interests with shareholder interests. Since the introduction of the DSU Plan in 2012, (see "*Equity Compensation Arrangements for Directors*", below for details on the plan) non-employee directors may receive equity-based compensation in the form of DSU grants.

The Compensation Committee reviews director compensation at least once a year and makes compensation recommendations to the Board for its review and approval. Recommendations take into consideration the directors' time commitment, duties and responsibilities, and director compensation practices and levels at comparable companies.

Compensation Arrangements for Directors

Based on the findings and recommendations of Lane Caputo, the Board adopted a Deferred Share Unit Plan on October 5, 2012 (the "DSU Plan") to more closely align non-employee directors directly with the interests of Shareholders. The DSU Plan was subsequently ratified and/or amended by Shareholders at annual shareholder meetings held in 2013, 2014, 2016 and 2017. The purpose of the DSU Plan is to promote the alignment of interests between our directors and Shareholders and it is an important component of non-employee director compensation because it:

- provides a compensation system for directors that is reflective of the responsibility, commitment and risk accompanying Board membership;
- assists the Company to attract and retain individuals with experience and ability to serve as members of the Board; and
- allows the directors to participate in the long-term success of the Company.

The Board's current policy is that non-employee directors receive an annual grant of Deferred Share Units ("DSUs") from the Company and in accordance with the DSU Plan. The Compensation Committee recommends to the Board the quantity of DSUs to be granted to directors. Directors may also elect to receive all or a portion of any of their cash retainer in DSUs. All DSU grants are approved by the Board. DSUs are priced at the greater of the five (5) day volume weighted average price of the Shares over the last five (5) trading days preceding the grant, and the closing price of the Shares on the last trading day preceding the grant. DSUs issued under the DSU Plan will be settled in shares at the time of the directors' retirement from all positions with the Company.

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the DSU Plan as set out on page 41.

In conjunction with the review of executive compensation in 2012 and 2016, the Compensation Committee of the Board engaged Lane Caputo to provide an independent, third party analysis of the company's director compensation levels and practices. An updated compensation review was also performed by Lane Caputo in 2018 (refer to benchmark peer group on page 23).

MANAGEMENT INFORMATION CIRCULAR

The Board has set the following non-executive director compensation framework:

- Annual DSU grant of \$150,000 for the Chairman and annual cash retainer of \$120,000; and
- Annual DSU grant of \$120,000 and cash retainer of \$45,000 for all other non-executive directors;
- Cash retainer of \$15,000 for Chair of Audit and Compensation Committees;
- Cash retainer of \$10,000 for Chair of Governance and Nominating Committee and Health and Safety, Sustainability and Technical Committee;
- Cash retainer of \$5,000 for Committee members;
- No additional fees are paid for attendance at Board or committee meetings.
- Directors have all reasonable expenses covered when travelling on Company business.

Tabular Compensation Disclosure for the Directors

Director Compensation Table

The following table discloses all compensation provided to the directors, other than any directors who are NEOs of the Company, for the Company's most recently completed financial year ending December 31, 2018. All DSUs, except where noted, were fully vested on December 31, 2018 (all dollar amounts in Canadian dollars).

| Name | Fees earned in cash (\$) | Fees earned in DSU (\$) | Other Share-based awards (\$) | Option-based awards (\$) | All other compensation (\$) | Total (\$) |
|----------------------------|--------------------------|-------------------------|-------------------------------|--------------------------|-----------------------------|------------|
| Oliver Lennox-King | 130,000 | 150,000 | Nil | Nil | Nil | 280,000 |
| Richard Colterjohn | 65,000 | 120,000 | Nil | Nil | Nil | 185,000 |
| Jonathan A. Rubenstein | 60,000 | 120,000 | Nil | Nil | Nil | 180,000 |
| John Knowles | 65,000 | 120,000 | Nil | Nil | Nil | 185,000 |
| Robin Mills ⁽¹⁾ | 25,000 | - | Nil | Nil | Nil | 25,000 |
| Kate Harcourt | 55,000 | 120,000 | Nil | Nil | Nil | 175,000 |
| Norm Pitcher | 60,000 | 120,000 | Nil | Nil | Nil | 180,000 |

⁽¹⁾ Mr. Mills resigned as a director on June 30, 2018.

Fees paid

The following table provides a detailed breakdown of the fees paid to our non-employee directors for the year ended December 31, 2018. Fees are paid quarterly (all dollar amounts in Canadian dollars).

| Name | Board Retainer Fee (\$) | Committee Retainers (\$) | Meeting Fees (\$) | Fees Paid in Cash (\$) | Fees Earned in DSUs (\$) | Total Fees (\$) |
|----------------------------|-------------------------|--------------------------|-------------------|------------------------|--------------------------|-----------------|
| Oliver Lennox-King | 120,000 | 10,000 | Nil | 130,000 | 150,000 | 280,000 |
| Richard Colterjohn | 45,000 | 20,000 | Nil | 65,000 | 120,000 | 185,000 |
| Jonathan A. Rubenstein | 45,000 | 15,000 | Nil | 60,000 | 120,000 | 180,000 |
| John L. Knowles | 45,000 | 20,000 | Nil | 65,000 | 120,000 | 185,000 |
| Robin Mills ⁽¹⁾ | 22,500 | 2,500 | Nil | 25,000 | - | 25,000 |
| Kate Harcourt | 45,000 | 10,000 | Nil | 55,000 | 120,000 | 175,000 |
| Norm Pitcher | 45,000 | 15,000 | Nil | 60,000 | 120,000 | 180,000 |

⁽¹⁾ Mr. Mills resigned as a director on June 30, 2018.

Outstanding Share-Based Awards and Option-Based Awards

Outstanding option-and share-based awards for non-executive directors as at December 31, 2018, the end of the Company's most recently completed financial year, are set out in the following table (all dollar amounts in Canadian dollars):

| Name | Option-based Awards | | | | Share-based Awards | | |
|----------------------------|--|----------------------------|--------------------------------|---|--|---|---|
| | Number of securities underlying unexercised options (#) ⁽²⁾ | Option exercise price (\$) | Option expiration date (M/D/Y) | Value of unexercised in-the-money options (\$) ⁽¹⁾ | Number of shares or units of shares that have not vested (#) | Market or payout value of share-based awards that have not vested (\$) ⁽¹⁾ | Market or payout value of vested share-based awards not paid out or distributed (\$) ⁽¹⁾ |
| Oliver Lennox-King | Nil | Nil | Nil | Nil | Nil | Nil | 813,699 |
| Richard Colterjohn | Nil | Nil | Nil | Nil | Nil | Nil | 711,498 |
| Jonathan A. Rubenstein | Nil | Nil | Nil | Nil | Nil | Nil | 711,498 |
| Kate Harcourt | Nil | Nil | Nil | Nil | Nil | Nil | 263,188 |
| John L. Knowles | Nil | Nil | Nil | Nil | Nil | Nil | 711,498 |
| Norm Pitcher | Nil | Nil | Nil | Nil | Nil | Nil | 263,188 |
| Robin Mills ⁽²⁾ | Nil | Nil | Nil | Nil | Nil | Nil | 347,427 |

Notes:

- (1) The value of unexercised in-the-money options and DSUs noted above is based on the TSX market closing price of the Shares on December 31, 2018, being \$0.81.
- (2) Mr. Mills resigned as a director on June 30, 2018.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table discloses incentive plan awards to non-executive directors for the year ended December 31, 2018 (all dollar amounts in Canadian dollars):

| 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 (\$) |
|------------------------|---|---|--|
| Oliver Lennox-King | Nil | 150,000 | Nil |
| Richard Colterjohn | Nil | 120,000 | Nil |
| Jonathan A. Rubenstein | Nil | 120,000 | Nil |
| Kate Harcourt | Nil | 120,000 | Nil |
| John L. Knowles | Nil | 120,000 | Nil |
| Norm Pitcher | Nil | 120,000 | Nil |

Note: Incentive Plan Awards vested during the year are calculated using the Company's share price on the vesting date.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

As at December 31, 2018, the equity compensation plans adopted by the Company were the Option Plan, the DSU Plan and the RSU Plan. The following table sets out, as at December 31, 2018, the end of the Company's last completed financial year, information regarding outstanding options, RSUs, PSUs and DSUs granted by the Company under its equity compensation plans. As at December 31, 2018, the number of issued and outstanding Shares of the Company was 374,380,795.

Equity Compensation Plan Information

| | Number of securities to be issued upon exercise of outstanding options, PSUs, RSUs and DSUs | Weighted-average exercise price of outstanding options | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) |
|---|--|---|--|
| Plan Category | (a) | (b) | (c) |
| Equity compensation plans approved by securityholders | 7,683,055 (Options) 2,706,467 (RSUs) 1,017,927 (PSUs) 4,554,236 (DSUs) | 0.87 | 21,476,395 |
| Equity compensation plans not approved by securityholders | Nil | N/A | N/A |
| Total | 15,961,685 | 0.87 | 21,476,395 ⁽¹⁾ |

(1) Number of securities remaining for future issuance is calculated by taking 10% from total shares outstanding as at December 31, 2018 and excluding the number of securities to be issued upon exercise of outstanding options, PSU, RSU and DSUs, reflected in column (a).

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Management Information Circular or within 30 days of this date, no executive officer, director, employee or former executive officer, director or employee of the Company or any of its subsidiaries is indebted to the Company, or any of its subsidiaries, nor are any of these individuals indebted to another entity, which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company, or its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the directors or executive officers of the Company, persons beneficially owning, directly or indirectly, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company nor any associate or affiliate of the foregoing persons has any material interest, direct or indirect, in any transaction since the commencement of the Company's last completed financial year or in any proposed transaction which has or will materially affect the Company except as disclosed elsewhere in this Circular.

NORMAL COURSE ISSUER BID

The Company implemented a normal course issuer bid ("NCIB") which commenced on May 2, 2018 and will terminate on the earlier of: (i) May 1, 2019; and (ii) the date on which the maximum number of Shares that can be acquired pursuant to the NCIB are purchased. Purchases of Shares under the NCIB will be effected through the facilities of the TSX or alternative Canadian trading systems at the market price at the time of purchase. The Company may purchase up to 10,000,000 Shares under the NCIB (representing 2.7% of the issued and outstanding Shares), which is below the maximum allowed under TSX of 5% of the issued and outstanding Shares. Pursuant to the rules of the TSX, the maximum number of Shares that the Company may purchase under the NCIB in any one day is 94,810 Shares, which is 25% of the average daily trading volume of the Shares on the TSX for the six months ended March 29, 2018, being 379,242 Shares. The Company may also make one block purchase per calendar week which exceeds such daily purchase restriction, subject to the rules of the TSX. Any Shares purchased pursuant to the NCIB will be cancelled by the Company. Security holders of the Company may obtain a copy of the notice of the NCIB, without charge, upon request from the Company at 500-360 Bay Street, Toronto, Ontario, M5H 2V6; Telephone No.: (416) 203-6401 or Fax No.: (416) 203-0341.

To date, the Company has purchased 5,612,300 Shares under the NCIB.

MANAGEMENT CONTRACTS

Except as set out herein, there are no management functions of the Company which are to any substantial degree performed by a person or company other than the directors or executive officers of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

A. Amendments to the Incentive Stock Option Plan

The Board adopted the Option Plan dated effective April 30, 2009, which was subsequently ratified and/or amended, as applicable, by shareholders at the 2013, 2014, 2015, and 2016 annual and special meetings of shareholders of the Company. Up to such number of Shares as is equal to 10% of the number of Shares outstanding from time to time, less the number of Shares that are subject to grants made under any other share compensation arrangement adopted by the Company, may be reserved for issuance under the Option Plan. There are currently 7,571,945 options outstanding under the Option Plan.

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the Option Plan to (i) reduce the maximum number of Shares in respect of which options may be outstanding under the Option Plan at any given time from 10% to 7.5% of the issued and outstanding Shares of the Company at that time less the number of Shares subject to grant under any of the Company's other share compensation arrangements; (ii) amend the vesting schedule with Options granted to senior executives vesting one-third (1/3) on each the 12, 24 and 36 month anniversaries of the grant; and (iii) effect certain other housekeeping amendments to reflect the fact that the Company has graduated from the TSX Venture Exchange to the TSX and is now subject to the regulations of the TSX, all as further set forth in the Option Plan as so amended (collectively, the "Option Amendments").

Description of Option Plan Giving Effect to the Amendments

- a) the Option Plan is administered by the Company's Board of Directors, or if the Board so designates, a committee of the Board appointed in accordance with the Option Plan to administer the Option Plan;
- b) the aggregate number of Shares that may be issuable pursuant to options granted under the Option Plan will not exceed 7.5% of the number of issued Shares at the time of the granting of options under the Option Plan, less the number of Shares that are subject to grants made under any other share compensation arrangement adopted by the Company, including the Company's Deferred Share Unit Plan and Restricted Share Unit Plan;
- c) following the termination of an optionee's employment, directorship, consulting agreement or other qualified position other than for cause, unless otherwise determined by the Board of Directors of the Company at the time of grant, or by the Board of Directors with the consent of the optionee at any time prior to expiry of an option, optionee shall have the right to exercise the option under the Option Plan for a period of 90 days;
- d) an option granted under the Option Plan will terminate on the earlier of one year following the death of the optionee and the option's regular expiry date;
- e) The exercise price to each Optionee for each option shall be determined by the Board of Directors but shall not, in any event, be less than the "market price" of the Shares as traded on the TSX (as that term is defined in TSX Company Manual), or such other price as may be agreed to by the Company and accepted by the TSX;
- f) the Board has the authority to amend the terms of the Option Plan, subject to the approval of the TSX and, if required, the approval of the Shareholders of the Company;
- g) in the event of a reorganization of the Company or the amalgamation, merger or consolidation of the Shares of the Company, the Board of Directors shall make such appropriate provisions for the protection of the rights of the optionee as it may deem advisable; and
- h) options granted to senior executives will vest one-third (1/3) on each of the 12, 24 and 36 month anniversaries of the grant.

A copy of the Option Plan reflecting the above-noted Amendments is attached hereto as Exhibit "I" to Schedule "B".

Approval of Amendments

Based on the foregoing, Shareholders are being requested to consider and, if thought advisable, to pass resolutions at the Meeting substantially in the form set forth in Schedule "B" hereto (the "**Option Plan Resolutions**") approving the Option Plan after giving effect to the Amendments, as the option plan of the Company in accordance with the rules of the TSX until June 4, 2022.

The Option Plan Resolutions will be approved upon the affirmative vote of a majority of the votes cast at the Meeting.

If the Shareholders do not approve the Option Plan Resolutions, the existing Option Plan will terminate and outstanding options will remain outstanding without amendment to their terms.

The Board unanimously recommends that the Shareholders approve the proposed Amendments to the Option Plan, by voting FOR the Option Plan Resolutions at the Meeting.

Proxies received in favour of management will be voted in favour of the Option Plan Resolutions, unless the Shareholder has specified in the Proxy that his or her Shares are to be voted against such resolutions.

B. Amendments to the RSU Plan

The Board adopted the RSU Plan dated effective December 18, 2012, which was subsequently ratified and/or amended, as applicable, by shareholders at the 2013, 2014, 2016, and 2017 annual and special meetings of shareholders of the Company. The maximum number of Shares available for issuance pursuant to the RSU Plan is currently the lesser of (I) such number of Shares as is equal to 2% of the aggregate number of Shares issued and outstanding from time to time; and (II) such number of Shares as would not, when combined with all other Shares subject to grants made under the Company's other share compensation arrangements, exceed 10% of the outstanding Shares of the Company. There is currently an aggregate of 9,054,347 RSUs outstanding under the RSU Plan.

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the RSU Plan to (i) change the maximum number of Shares available for issuance upon the vesting of RSUs to the lesser of (I) such number of Shares as is equal to 5% of the aggregate number of Shares issued and outstanding from time to time; and (II) such number of Shares as would not, when combined with all other Shares subject to grants made under the Company's other share compensation arrangements exceed 7.5% of the outstanding Shares of the Company, and (ii) effect certain other housekeeping amendments, all as further set forth in the RSU Plan as so amended (collectively, the "RSU Amendments").

Maximum Number of Shares

As set forth above, assuming that the RSU Amendments are approved at the Meeting, the number of Shares available for issuance upon the vesting of RSUs under the RSU Plan shall be limited to the lesser of (I) such number of Shares as is equal to 5% of the aggregate number of Shares issued and outstanding from time to time; and (II) such number of Shares as would not, when combined with all other Shares subject to grants made under the Company's other share compensation arrangements exceed 7.5% of the outstanding Shares of the Company. In addition to the foregoing, the number of Shares (i) issued to insiders of the Company within any one year period; and (ii) issuable to insiders of the Company, at any time, under the RSU Plan, or when combined with all of the Company's other security based compensation arrangements, shall not exceed 7.5% of the total issued and outstanding Shares from time to time.

Description of RSU Plan Giving Effect to RSU Amendments

The RSU Plan provides that for the grant of RSUs to employees of the Company (an "RSU Eligible Person"). The RSUs will be settled through cash payment or in Shares. The RSU Plan, as revised to give effect to the RSU Amendments, is attached to this Information Circular as Exhibit "I" to Schedule "C", and will also be available for inspection and placed before the Shareholders for approval at the Meeting, and will otherwise be available upon request from the Company.

The purpose of the RSU Plan is to allow for certain discretionary bonuses and similar awards as an incentive and reward for selected eligible persons related to the achievement of long-term financial and strategic objectives of the Company and the resulting increases in shareholder value. This RSU Plan is intended to promote a greater alignment of interests between the Shareholders of the Company and the selected eligible persons by providing an opportunity to participate in increases in the value of the Company. The RSU Plan is administered by the Board of Directors. The Board has the authority to delegate all of its powers and authority under the RSU Plan to the Compensation Committee or to another committee of the Board of Directors.

RSUs are akin to the DSUs and “phantom shares” that track the value of the underlying Shares but do not entitle the recipient to the actual underlying Shares until such RSUs vest. The RSU Plan permits the Board to grant awards of RSUs to RSU Eligible Persons (an “RSU Grantee”). Upon vesting, the RSUs will be, subject to any requisite approval of the Shareholders and any stock exchange upon which the Shares of the Company are listed, converted on a one-for-one basis for freely tradable, non-restricted Shares; otherwise, RSUs will be settled through a cash payment equal to the Fair Market Value of the RSUs as of the date of vesting.

The Board of Directors has the discretion to stipulate the length of time for vesting and to determine various performance objectives based on certain business criteria as a pre-condition to a RSU vesting. Any performance objectives to be met are established by the Board at the time of grant of the RSU. RSUs shall expire if they have not vested prior to an expiry date to be set by the Board, which shall be no later than the end of the third year following the grant date of the RSUs, and will be terminated to the extent the performance objectives (in whole or in part, as applicable) or other vesting criteria have not been met. RSUs may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of (other than to the RSU Grantee’s beneficiary or estate, as the case may be, upon the death of the RSU Grantee) during the vesting period.

RSUs will remain outstanding and vest in accordance with their terms notwithstanding the subsequent termination of employment of an RSU Grantee, unless the RSU Grantee is terminated by the Company with cause, in which case all unvested RSU Awards of the RSU Grantee will be forfeited and cancelled without payment unless the Board determines otherwise. In the event of a change of control of the Company and the subsequent termination of the RSU Grantee, or a decrease or diminishment of the RSU Grantee’s duties, the RSUs will immediately vest and RSU Award will be paid out. Upon resignation of a participant, RSUs for which performance and other vesting criteria have been met will remain outstanding, and all other RSUs will be forfeited for no consideration unless the Board otherwise determines.

The Board of Directors may, at any time and from time to time, amend, suspend or terminate the RSU Plan as to any Shares of which RSU Awards have not been made, subject to the restrictions set forth in the RSU Plan.

Approval of Amendments

Based on the foregoing, Shareholders are being requested to consider and, if thought advisable, to pass resolutions at the Meeting substantially in the form set forth in Schedule “C” hereto (the “**RSU Plan Resolutions**”) approving the RSU Plan after giving effect to the RSU Amendments, as the restricted share unit plan of the Company in accordance with the rules of the TSX until June 4, 2022.

The RSU Plan Resolutions will be approved upon the affirmative vote of a majority of the votes cast at the Meeting.

If the Shareholders do not approve the RSU Plan Resolutions, the existing RSU Plan will remain in place without giving effect to the RSU Amendments.

The Board unanimously recommends that the Shareholders approve the proposed RSU Amendments to the RSU Plan, by voting FOR the RSU Plan Resolutions at the Meeting.

Proxies received in favour of management will be voted in favour of the RSU Plan Resolutions, unless the Shareholder has specified in the Proxy that his or her Shares are to be voted against such resolutions.

C. Amendments to the DSU Plan

The Board adopted the DSU Plan dated effective October 4, 2012, which was subsequently ratified and/or amended, as applicable, by shareholders at the 2013, 2014, 2016 and 2017 annual and special meetings of shareholders of the Company. The maximum number of Shares available for issuance pursuant to the DSU Plan is currently the lesser of (I) such number of Shares as is equal to 1.6% of the aggregate number of Shares issued and outstanding from time to time; and (II) such number of Shares as would not, when combined with all other Shares subject to grants made under the Company’s other share compensation arrangements, exceed 10% of the outstanding Shares of the Company. There is currently an aggregate of 4,554,233 DSU’s outstanding under the DSU Plan.

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, approve further proposed amendments to the DSU Plan to: (i) provide that all DSUs will be cash settled only and not Share settled; and (ii) effect certain minor housekeeping amendments, all as further set forth in the DSU Plan as so amended (collectively, the “DSU Amendments”).

Description of DSU Plan Giving Effect the DSU Amendments

The purpose of the DSU Plan is to provide non-employee directors of the Company with the opportunity to acquire DSUs and enable them to participate in the long-term success of the Company and to promote a greater alignment of interests between directors of the Company and its Shareholders. Participation in the DSU Plan is restricted to non-employee directors of the Company (a "DSU Eligible Person"). DSUs and all other rights, benefits or interests in the DSU Plan are non-transferrable (other than to the DSU grantee's beneficiary or estate, as the case may be, upon the death of the DSU grantee).

The DSU Plan, as revised to give effect to the DSU Amendments, is attached to this Information Circular as Exhibit "I" to Schedule "D", and will also be available for inspection and placed before the Shareholders for approval at the Meeting, and will otherwise be available upon request from the Company. The DSU Plan is administered by the Board. The Board has the authority to delegate all of its powers and authority under the DSU Plan to the compensation committee of the Board of Directors or other persons in accordance with the DSU Plan. Under the DSU Plan, the Board may, before a relevant date in respect of which compensation is otherwise payable, grant DSUs to DSU Eligible Persons (a "DSU Award").

In addition, DSU Eligible Persons are entitled, at any time before compensation is earned, to elect to receive any portion of their cash compensation in DSUs, all in accordance with the terms of the DSU Plan. DSUs are akin to "phantom shares" that track the value of the underlying Shares but do not entitle the recipient to the actual underlying Shares.

Each DSU entitles the recipient to receive, on a deferred payment basis and subject to adjustment as provided for in the DSU Plan, the "fair market value" of a DSU in cash, on vesting of the DSU Award, all as determined in accordance with the DSU Plan.

DSU Awards vest upon the date the DSU Eligible Person ceases to be a director, and is not otherwise an employee or officer, of the Company.

The Board may, at any time and from time to time, amend, suspend or terminate the DSU Plan, all in accordance with the terms of the DSU Plan. For US resident directors who are not specified employees, payments will be made as soon as possible, but in any event not more than two months after the DSU Eligible Person has terminated service with the Company. In the case of a specified employee (as defined in the Internal Revenue Code (United States)), the payments must be paid no earlier than six (6) months and no later than eight (8) months after the DSU Eligible Person has terminated service.

Approval of DSU Amendments

Based on the foregoing, Shareholders are being requested to consider and, if thought advisable, to pass resolutions at the Meeting substantially in the form set forth in Schedule "D" hereto (the "DSU Plan Resolutions") approving the DSU Plan after giving effect to the DSU Amendments, as the deferred share unit plan of the Company in accordance with the rules of the TSX until June 4, 2022.

The DSU Plan Resolutions will be approved upon the affirmative vote of a majority of the votes cast at the Meeting.

If the Shareholders do not approve the DSU Plan Resolutions, the existing DSU Plan will remain in place without giving effect to the DSU Amendments.

The Board unanimously recommends that the Shareholders approve the proposed DSU Amendments to the DSU Plan, by voting FOR the DSU Plan Resolutions at the Meeting.

Proxies received in favour of management will be voted in favour of the DSU Plan Resolutions, unless the Shareholder has specified in the Proxy that his or her Shares are to be voted against such resolutions.

ADDITIONAL INFORMATION

Financial information is provided in the audited consolidated financial statements of the Company for the financial year ended December 31, 2018, and the auditor's report thereon and the related management discussion and analysis. These consolidated financial statements and the related documents have been filed with the each of the securities commission or similar regulatory authority in each of the Provinces and Territories of Canada other than Quebec, and can be viewed on the Company's website at www.roxgold.com or on SEDAR at www.sedar.com. No action by the Shareholders is required to be taken in respect of the financial statements.

Additional information relating to the Company is available at www.sedar.com and upon request from the Company at 500-360 Bay Street, Toronto, Ontario, M5H 2V6; Telephone No.: (416) 203-6401 or Fax No.: (416) 203-0341. Copies of documents referred to above will be provided, upon request, free of charge to security holders of the Company. The Company may require the payment of a reasonable charge from any person or company who is not a security holder of the Company, who requests a copy of any such document.

OTHER MATTERS

Management knows of no other matters to come before the Meeting. However, should any other matters properly come before the Meeting; the Shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgement of the persons named in the Proxy, exercising discretionary authority.

The contents of this Management Information Circular and the sending of it to each Shareholder entitled to receive notice of the Meeting, to each director of the Company, to the auditor of the Company, and to the appropriate regulatory agencies has been authorized, by the Board of the Company.

DATED at Toronto, Ontario, April 30, 2019.

BY ORDER OF THE BOARD

"Vince Sapuppo"

Vince Sapuppo
Chief Financial Officer
& Corporate Secretary

Schedule "A"

ROXGOLD INC.

(the "Company")

AUDIT COMMITTEE CHARTER

1. Mandate

The audit committee will assist the board of directors (the "Board") in fulfilling its financial oversight responsibilities for:

- the quality and integrity of the financial statements of the Company;
- the compliance by the Company with legal and regulatory requirements in respect of financial disclosure;
- the qualification, independence and performance of the Company's independent auditor,
- the assessment, monitoring and management of the financial reporting and financial compliance risks of the Company's business (the "Risks");
- the system of internal control for financial reporting; and
- monitoring the effectiveness of the Corporation's disclosure controls and procedures.

2. Composition

The Board will appoint from among their membership an audit committee after each annual general meeting of the shareholders of the Company. The audit committee will consist of a minimum of three directors.

2.1 Independence

A majority of the members of the audit committee must not be officers, employees or control persons of the Company. All members must be independent. Independence of the Board members will be defined with applicable legislation and at a minimum each Committee member shall have no direct or indirect relationship with the Corporation which in the view of the Board could reasonably interfere with the exercise of a member's independent judgment except as otherwise permitted by applicable laws.

2.2 Expertise of Committee Members

Each member of the audit committee must be financially literate (as defined by applicable legislation) or must become financially literate within a reasonable period of time after his or her appointment to the committee. At least one member of the committee must have accounting or related financial management expertise.

3. Meetings

The audit committee shall meet in accordance with a schedule established each year by the Board, and at other times that the audit committee may determine thereof provided that:

1. A quorum for meetings shall be the majority of the members, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and hear each other.
2. The Committee shall meet quarterly or more frequently as circumstances dictate.
3. Notice of the time and place of every meeting shall be given in writing or by telephone, facsimile, email or other electronic communication to each member of the Committee at least 24 hours in advance of such meeting, provided however, that a member may in any matter waive a notice of meeting. Attendance of a member at a meeting is a waiver of notice of meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

The external auditors shall be invited to attend and be heard at every Audit Committee meeting and have the opportunity to discuss matters with the Audit Committee without the presence of management at each meeting. The Audit Committee will meet in-camera with the external auditors at each meeting. Meeting minutes shall be recorded and maintained as directed by the Chair of the Committee.

The audit committee shall meet at least annually with the Company's Chief Financial Officer and external auditors in separate executive sessions.

4. Roles and Responsibilities

The audit committee shall fulfill the following roles and discharge the following responsibilities:

4.1 External Audit

The audit committee shall be directly responsible for overseeing the work of the external auditors in preparing or issuing the auditor's report, including the resolution of disagreements between management and the external auditors regarding financial reporting and audit scope or procedures. In carrying out this duty, the audit committee shall:

- (a) recommend to the Board the external auditor to be nominated by the shareholders for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;
- (b) review (by discussion and enquiry) the external auditors' proposed audit scope and approach;
- (c) review the performance of the external auditors and recommend to the Board the appointment or discharge of the external auditors;
- (d) review and recommend to the Board the compensation to be paid to the external auditors; and
- (e) review and confirm the independence of the external auditors by reviewing the non-audit services provided and the external auditors' assertion of their independence in accordance with professional standards.

4.2 Internal Control

The audit committee shall consider whether adequate controls are in place over annual and interim financial reporting as well as controls over assets, transactions and the creation of obligations, commitments and liabilities of the Company. In carrying out this duty, the audit committee shall:

- (a) evaluate the adequacy and effectiveness of management's system of internal controls over the accounting and financial reporting system within the Company; and
- (b) ensure that the external auditors discuss with the audit committee any event or matter which suggests the possibility of fraud, illegal acts or deficiencies in internal controls.

4.3 Financial Reporting

The audit committee reviews and recommends to the Board the annual and interim financial statements and Management Discussion and Analysis as well as related annual and interim press releases prior to their release to the public. In carrying out this duty, the audit committee shall:

General

- (a) review significant accounting and financial reporting issues, especially complex, unusual and related party transactions; and
- (b) review and ensure that the accounting principles selected by management in preparing financial statements are appropriate.
- (c) meet with management and the external auditors to review the results of the audit, including any difficulties encountered; and

4.4 *Non-Audit Services*

All non-audit services (being services other than services rendered for the audit and review of the financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements) which are proposed to be provided by the external auditors to the Company or any subsidiary of the Company shall be subject to the prior approval of the audit committee.

Delegation of Authority

- (a) The audit committee may delegate to one or more independent members of the audit committee the authority to approve non-audit services, provided any non-audit services approved in this manner must be presented to the audit committee at its next scheduled meeting.

De-Minimis Non-Audit Services

- (b) The audit committee may satisfy the requirement for the pre-approval of non-audit services if:
 - (i) the aggregate amount of all non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total amount of fees paid by the Company and its subsidiaries to the external auditor during the fiscal year in which the services are provided; or
 - (ii) the services are brought to the attention of the audit committee and approved, prior to the completion of the audit, by the audit committee or by one or more of its members to whom authority to grant such approvals has been delegated.

Pre-Approval Policies and Procedures

- (c) The audit committee may also satisfy the requirement for the pre-approval of non-audit services by adopting specific policies and procedures for the engagement of non-audit services, if:
 - (i) the pre-approval policies and procedures are detailed as to the particular service;
 - (ii) the audit committee is informed of each non-audit service; and
 - (iii) the procedures do not include delegation of the audit committee's responsibilities to management.

4.5 *Other Responsibilities*

The audit committee shall:

- (a) establish procedures for the receipt, retention and treatment of complaints received by the company regarding accounting, internal accounting controls, or auditing matters;
- (b) establish procedures for the confidential, anonymous submission by employees of the company of concerns regarding questionable accounting or auditing matters;
- (c) ensure that significant findings and recommendations made by management and external auditor are received and discussed on a timely basis;
- (d) review the policies and procedures in effect for considering officers' expenses and perquisites;
- (e) perform other oversight functions as requested by the Board; and
- (f) review and update this Charter and receive approval of changes to this Charter from the Board.

4.6 *Reporting Responsibilities*

The audit committee shall regularly update the Board about committee activities and make appropriate recommendations. For clarifying purposes, the Audit Committee is not responsible for:

- planning or conducting audits,
- certifying or determining the completeness or accuracy of the Company's financial statements or that those financial statements are in accordance with generally accepted accounting principles.

Each member of the Audit Committee shall be entitled to rely in good faith upon:

- financial statements of the Company represented to him or her by senior management of the Company or in a written report of the independent auditor to present fairly the financial position of the Company in accordance with generally accepted accounting principles; and
- any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

The fundamental responsibility for the Company's financial statements and disclosure rests with senior management.

5. Resources and Authority of the Audit Committee

The audit committee shall have the resources and the authority appropriate to discharge its responsibilities, including the authority to:

- (a) engage independent counsel and other advisors as it determines necessary to carry out its duties;
- (b) set and pay the compensation for any advisors employed by the audit committee; and
- (c) communicate directly with the internal and external auditors.

6. Guidance – Roles & Responsibilities

The following guidance is intended to provide the Audit Committee members with additional guidance on fulfillment of their roles and responsibilities on the committee:

6.1 *Internal Control*

- (a) evaluate whether management is setting the goal of high standards by communicating the importance of internal control and ensuring that all individuals possess an understanding of their roles and responsibilities;
- (b) focus on the extent to which external auditors review computer systems and applications, the security of such systems and applications, and the contingency plan for processing financial information in the event of an IT systems breakdown; and
- (c) gain an understanding of whether internal control recommendations made by external auditors have been implemented by management.

6.2 *Financial Reporting General*

- (a) review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements; and
- (b) ask management and the external auditors about significant risks and exposures and the plans to minimize such risks; and
- (c) understand industry best practices and the Company's adoption of them.

Annual Financial Statements

- (d) review the annual financial statements and determine whether they are complete and consistent with the information known to committee members, and assess whether the financial statements reflect appropriate accounting principles in light of the jurisdictions in which the Company reports or trades its shares;
- (e) pay attention to complex and/or unusual transactions such as restructuring charges and derivative disclosures;
- (f) focus on judgmental areas such as those involving valuation of assets and liabilities, including, for example, the accounting for and disclosure of loan losses; warranty, professional liability; litigation reserves; and other commitments and contingencies;
- (g) consider management's handling of proposed audit adjustments identified by the external auditors; and
- (h) ensure that the external auditors communicate all required matters to the committee.

Interim Financial Statements

- (i) be briefed on how management develops and summarizes interim financial information, the extent to which the external auditors review interim financial information;
- (j) meet with management and the auditors, either telephonically or in person, to review the interim financial statements;

6.3 *Compliance with Laws and Regulations*

- (a) periodically obtain updates from management regarding compliance with this policy and industry "best practices";
- (b) be satisfied that all regulatory compliance matters have been considered in the preparation of the financial statements; and
- (c) review the findings of any examinations by securities regulatory authorities and stock exchanges.

6.4 *Other Responsibilities*

- (a) review, with the company's counsel, any legal matters that could have a significant impact on the company's financial statements.

Enacted March 25, 2019

SCHEDULE "B"

OPTION PLAN RESOLUTIONS

BE IT RESOLVED THAT:

1. The incentive stock option plan substantially in the form attached as Appendix I to Schedule B to the management information circular of the Company dated as of April 30, 2019 is hereby authorized and approved as the incentive stock option plan of the Company (the "Option Plan"), and all unallocated options, rights and other entitlements issuable thereunder be and are hereby approved and authorized in accordance with the rules of the Toronto Stock Exchange until June 4, 2022;
2. the maximum number of Shares in respect of which options may be outstanding under the Option Plan at any given time shall be 7.5% of the issued and outstanding common shares of the Company from time to time less the number of common shares subject to grant under any of the Company's other share compensation arrangements; and
3. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions.

EXHIBIT "1" TO SCHEDULE B

ROXGOLD INC.

INCENTIVE STOCK OPTION PLAN (the "Plan")

1. **Purpose of the Plan**

The purpose of the Plan is to assist the Corporation in attracting, retaining and motivating directors, employees and consultants of the Corporation (which are hereinafter collectively referred to as "Directors, Employees and Consultants") and any of its subsidiaries and to closely align the personal interests of such Directors, Employees and Consultants with those of the shareholders by providing them with the opportunity, through options, to acquire common shares in the capital of the Corporation.

2. **Implementation**

The Plan and the grant and exercise of any options under the Plan are subject to compliance with the applicable requirements of each stock exchange ("exchanges") on which the shares of the Corporation are listed at the time of the grant of any options under the Plan and of any governmental authority or regulatory body to which the Corporation is subject.

3. **Administration**

The Plan shall be administered by the Board of Directors of the Corporation which shall, without limitation, subject to the approval of the exchanges, have full and final authority in its discretion to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it and to make all other determinations deemed necessary or advisable for the administration of the Plan. The Board of Directors may delegate any or all of its authority with respect to the administration of the Plan and any or all of the rights, powers and discretions with respect to the Plan granted to it hereunder to such committee of directors of the Corporation as the Board of Directors may designate and upon such delegation such committee of directors, as well as the Board of Directors, shall be entitled to exercise any or all of such authority, rights, powers and discretions with respect to the Plan. When used hereafter in the Plan, "Board of Directors" shall be deemed to include a committee of directors acting on behalf of the Board of Directors.

4. **Shares Issuable Under the Plan**

Subject to the requirements of the Toronto Stock Exchange:

- (a) the aggregate number of shares ("Optioned Shares") that may be issuable pursuant to options granted under the Plan will not exceed 7.5% of the number of issued shares of the Corporation at the time of the granting of options under the Plan, less the number of shares that are subject to grants made under any other share compensation arrangement adopted by the Corporation, including the Corporation's Deferred Share Unit Plan and Restricted Share Unit Plan; and
- (b) in the event options previously granted under an approved plan are cancelled or expire without being exercised, that number of options equal to the cancelled or expired options continue to be issuable under the plan under which they were approved.

5. **Eligibility**

5.01 **General**

Options may be granted under the Plan to Directors, Employees and Consultants of the Corporation and any of its subsidiaries (collectively the "Optionees" and individually an "Optionee"). Subject to the provisions of the Plan, the total number of Optioned Shares to be made available under the Plan and to each Optionee, the time or times and price or prices at which options shall be granted, the time or times at which such options are exercisable, and any conditions or restrictions on the exercise of options, shall be in the full and final discretion of the Board of Directors.

5.02 Options Granted to Employees or Consultants

The Corporation represents that, in the event it wishes to grant options under the Plan to Employees or, Consultants, it will only grant such options to Optionees who are bona fide Employees or Consultants, as the case may be.

6. Terms and Conditions

All options under the Plan shall be granted upon and subject to the terms and conditions hereinafter set forth.

6.01 Exercise price

The exercise price to each Optionee for each Optioned Share shall be determined by the Board of Directors but shall not, in any event, be less than the "market price" of the Corporation's common shares as traded on the Toronto Stock Exchange (as that term is defined in Toronto Stock Exchange Company Manual), or such other price as may be agreed to by the Corporation and accepted by the Toronto Stock Exchange.

6.02 Grants to Insiders in Excess of 7.5% within any 12 Month Period

The Corporation must obtain disinterested Shareholder approval of stock options if a stock option plan, together with all of the Corporation's previously established and outstanding stock option plans or grants, could result at any time in the cumulative grant to Insiders within a 12 month period, or issuable to Insiders at any time, of a number of options exceeding 7.5% of the issued shares.

6.03 Restriction for Options Granted to Independent Directors

The maximum aggregate number of shares which may be reserved for issuance under the Plan to all Non-Employee Directors shall be 1% of the shares issued and outstanding at the time of the grant (on a non-diluted basis). The aggregate number of securities granted under this plan to any one Non-Employee Director within any one-year period shall not exceed a maximum value of C\$100,000. The value of options or other securities granted under this plan shall be calculated based upon the Black-Scholes pricing model. The foregoing limitations calculated without reference to the initial options granted under the Plan to a person who is not previously an insider of the Corporation upon such person becoming or agreeing to become a director of the Corporation (such maximum aggregate number of shares being hereinafter referred to as the "Director Limitations"). For the purpose hereof, "Non-Employee Directors" shall mean individuals serving as directors of the Corporation from time to time who are not also concurrently serving as officers or employees of the Corporation. For greater certainty: (a) the Director Limitations shall be calculated without reference to any options held by any former directors of the Corporation, or by any officers of the Corporation who are also serving as directors of the Corporation; and (b) the determination as to whether a person is a Non-Employee Director for the purpose of calculating the Director Limitations shall be made as of the date of grant.

6.04 Reduction in the Exercise Price of Options

In the event the Corporation wishes to reduce the exercise price of any options of the Corporation at the time of the proposed reduction, the approval of the disinterested Shareholders of the Corporation will be required prior to the exercise of any such options at the reduced exercise price.

6.05 Option Agreement

All options shall be granted under the Plan by means of an agreement (the "Option Agreement") between the Corporation and each Optionee in the form attached hereto as Schedule "A" or such other form as may be approved by the Board of Directors, such approval to be conclusively evidenced by the execution of the Option Agreement by any one director or officer of the Corporation, or otherwise as determined by the Board of Directors.

6.06 Length of Grant

Subject to sections 6.11, 6.12, 6.13, 6.14, 6.15 and 6.16 all options granted under the Plan shall expire not later than that date which is 5 years from the date such options were granted.

6.07 Non-Assignability of Options

An option granted under the Plan shall not be transferable or assignable (whether absolutely or by way of mortgage, pledge or other charge) by an Optionee other than by will or other testamentary instrument or the laws of succession and may be exercisable during the lifetime of the Optionee only by such Optionee.

6.08 Vesting Schedule for Senior Executives

At the discretion of the Board of Directors, options are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive market factors. Options granted to senior executives will vest one-third (1/3) on each the 12, 24 and 36 month anniversaries of the grant.

6.09 Right to Postpone Exercise

Each Optionee, upon becoming entitled to exercise the option in respect of any Optioned Shares in accordance with the Option Agreement, shall thereafter be entitled to exercise the option to purchase such Optioned Shares at any time prior to the expiration or other termination of the Option Agreement or the option rights granted thereunder in accordance with such agreement.

6.10 Exercise and Payment

Any option granted under the Plan may be exercised by an Optionee or, if applicable, the legal representatives of an Optionee, giving notice to the Corporation specifying the number of shares in respect of which such option is being exercised, accompanied by payment (by cash or certified cheque payable to the Corporation) of the entire exercise price (determined in accordance with the Option Agreement) for the number of shares specified in the notice. Upon any such exercise of an option by an Optionee the Corporation shall cause the transfer agent and registrar of shares of the Corporation to promptly deliver to such Optionee or the legal representatives of such Optionee, as the case may be, a share certificate in the name of such Optionee or the legal representatives of such Optionee, as the case may be, representing the number of shares specified in the notice.

6.11 Rights of Optionees

The Optionees shall have no rights whatsoever as shareholders in respect of any of the Optioned Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering) other than Optioned Shares in respect of which Optionees have exercised their option to purchase and which have been issued by the Corporation.

6.12 Third Party Offer

If at any time when an option granted under the Plan remains unexercised with respect to any common shares, an offer to purchase all of the common shares of the Corporation is made by a third party, the Corporation may upon giving each Optionee written notice to that effect, require the acceleration of the time for the exercise of the option rights granted under the Plan and of the time for the fulfilment of any conditions or restrictions on such exercise.

6.13 Alterations in Shares

In the event of a stock dividend, subdivision, redivision, consolidation, share reclassification (other than pursuant to the Plan), amalgamation, merger, corporate arrangement, reorganization, liquidation or the like of or by the Corporation, the Board of Directors may make such adjustment, if any, of the number of Optioned Shares, or of the exercise price, or both, as it shall deem appropriate to give proper effect to such event. If because of a proposed merger, amalgamation or other corporate arrangement or reorganization, the exchange or replacement of shares in the Corporation for those in another corporation is imminent, the Board of Directors may, in a fair and equitable manner, determine the manner in which all unexercised option rights granted under the Plan shall be treated including, for example, requiring the acceleration of the time for the exercise of such rights by the Optionees and of the time for the fulfilment of any conditions or restrictions on such exercise. All determinations of the Board of Directors under this section 6.12 shall be full and final.

6.14 Termination for Cause

Subject to section 6.15, if an Optionee ceases to be either a Director, Employee or Consultant of the Corporation or of any of its subsidiaries as a result of having been dismissed from any such position for cause, all unexercised option rights of that Optionee under the Plan shall immediately become terminated and shall lapse, notwithstanding the original term of the option granted to such Optionee under the Plan.

6.15 Termination Other Than For Cause

If an Optionee ceases to be either a Director, Employee or Consultant of the Corporation or any of its subsidiaries for any reason other than as a result of having been dismissed for cause as provided in section 6.14 or as a result of the Optionee's death, such Optionee shall, unless otherwise determined by the Board of Directors of the Corporation at the time of grant, or by the Board with the consent of the Optionee at any time prior to expiry of an Option, have the right for a period of 90 days (or until the normal expiry date of the option rights of such Optionee if earlier) from the date of ceasing to be either a Director, Employee or Consultant to exercise the option under the Plan with respect to all Optioned Shares of such Optionee to the extent they were exercisable on the date of ceasing to be either a Director, Employee or Consultant. Upon the expiration of such period all unexercised option rights of that Optionee shall immediately become terminated and shall lapse notwithstanding the original term of the option granted to such Optionee under the Plan.

6.16 Deceased Optionee

In the event of the death of any Optionee, the legal representatives of the deceased Optionee shall have the right for a period of one year (or until the normal expiry date of the option rights of such Optionee if earlier) from the date of death of the deceased Optionee to exercise the deceased Optionee's option with respect to all of the Optioned Shares of the deceased Optionee to the extent they were exercisable on the date of death. Upon the expiration of such period all unexercised option rights of the deceased Optionee shall immediately become terminated and shall lapse notwithstanding the original term of the option granted to the deceased Optionee under the Plan.

7. Amendment and Discontinuance of Plan

- 7.1 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.
- 7.2 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 6.13;
 - 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; and
 - iv. a change to the Eligible Persons of the Plan.

- 7.3 Notwithstanding this Section, the Board shall not be permitted to amend the Option Price except as set out in Section 6.4 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.
- 7.4 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, or otherwise adding any Non-Employee Director to the class of Eligible Persons;
 - 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 6.15; or
 - f) amend this Section 7.4.

8. No Further Rights

Nothing contained in the Plan nor in any option granted hereunder shall give any Optionee or any other person any interest or title in or to any shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan and pursuant to the exercise of any option, nor shall it confer upon the Optionees any right to continue as a Director, Employee or Consultant of the Corporation or of any of its subsidiaries.

9. Taxes

The Corporation shall have the power and the right to deduct or withhold, or require an Optionee to remit to the Corporation, the required amount to satisfy federal, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan, including the grant or exercise of any option granted under the Plan. With respect to any required withholding, the Corporation shall have the irrevocable right to, and the Optionee consents to, the Corporation setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Corporation to the Optionee (whether arising pursuant to the Optionee's relationship as a director, officer, employee or consultant of the Corporation or otherwise), or may make such other arrangements that are satisfactory to the Optionee and the Corporation. In addition, the Corporation may elect, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by withholding such number of shares issuable upon exercise of the options as it determines are required to be sold by the Corporation, as trustee, to satisfy any withholding obligations net of selling costs. The Optionee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such shares issuable upon exercise of the options and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such shares issuable upon exercise of the options.

10. Compliance with Laws

The obligations of the Corporation to sell shares and deliver share certificates under the Plan are subject to such compliance by the Corporation and the Optionees as the Corporation deems necessary or advisable with all applicable corporate and securities laws, rules and regulations.

OPTION
AGREEMENT

This Option Agreement is entered into between **Roxgold Inc.** (the "Company") and the Optionee named below pursuant to the Incentive Stock Option Plan (the "Plan"), and confirms that:

1. on ●
2. ● (the "Optionee");
3. was granted the option to purchase ● common shares (the "Optioned Shares") of the Company;
4. for the price of \$● per Optioned Share;
5. exercisable from time to time up to but not after ● and subject to the following vesting requirements: ●

all on the terms and subject to the conditions set out in the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ● day of ●, ●.

Roxgold Inc.

By: _____

Authorized Signatory

(the Optionee)

SCHEDULE "C"

RSU PLAN RESOLUTIONS

BE IT RESOLVED THAT:

1. The restricted share unit plan substantially in the form attached as Appendix I to Schedule C to the management information circular of the Company dated as of April 30, 2019 is hereby authorized and approved as the restricted share unit plan of the Company (the "Plan"), and all unallocated options, rights and other entitlements issuable thereunder be and are hereby approved and authorized in accordance with the rules of the Toronto Stock Exchange until June 4, 2022;
2. the number of common shares of the Company issuable pursuant to the Plan be set at the lesser of (i) such number of common shares as is equal to 5% of the aggregate number of common shares of the Company issued and outstanding from time to time; and (ii) such number of common shares as would not, when combined with all other common shares subject to grants made under the Company's other share compensation arrangements, exceed 7.5% of the outstanding common shares of the Company, subject to any limitations imposed by applicable regulations, laws, rules and policies; and
3. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions.

EXHIBIT "1" TO SCHEDULE C

ROXGOLD INC.

RESTRICTED SHARE UNIT PLAN

- 1.1. The Company hereby establishes a share unit plan known as the "Share Unit Plan".
- 1.2. The purpose of this Plan is to allow for certain discretionary bonuses and similar awards as an incentive and reward for selected Eligible Persons related to the achievement of long-term financial and strategic objectives of the Company and the resulting increases in shareholder value. This Plan is intended to promote a greater alignment of interests between the shareholders of the Company and the selected Eligible Persons by providing an opportunity to participate in increases in the value of the Company.

Definitions

- 1.3. In this Plan:
 - a) **Applicable Withholding Tax** has the meaning set forth in §3.8;
 - b) **Award** means an agreement evidencing the grant of a Share Unit;
 - c) **Award Payout** means the applicable Share issuance or cash payment in respect of a vested Share Unit pursuant and subject to the terms and conditions of this Plan and the applicable Award;
 - d) **Board** means the Board of Directors of the Company;
 - e) **Change of Control** in respect of any Recipient has the meaning ascribed to such term (in a relevant context) in the Recipient's then existing employment agreement with the Company or, if no meaning is so ascribed, means the acquisition by any person or by any person and its joint actors (as such term is defined in the Securities Act), whether directly or indirectly, of voting securities (as such term is defined in Securities Act) of the Company which, when added to all of the voting securities of the Company at the time held by such person and its joint actors, totals for the first time not less than 50% of the outstanding voting securities of the Company;
 - f) **Committee** means the Compensation Committee of the Board or other committee of the Board, consisting of not less than three directors, to whom the authority of the Board is delegated in accordance with §1.5;
 - g) **Company** means Roxgold Inc., and includes any successor company thereto;
 - h) **Eligible Person** means any person who is an Employee or Officer;
 - i) **Employee** means an employee of the Company or of a Related Entity;
 - j) **Expiry Date** means December 31 of the third calendar year commencing after the Grant Date, or such earlier date as may be established by the Board in respect of an Award at the time of grant of the Award;
 - k) **Fair Market Value** means, as at a particular date, for the purpose of calculating the applicable Vesting Date Value and Award Payout,
 1. if the Shares are listed on the TSX, the volume weighted average price per Share traded on the TSX over the last five trading days preceding that date,
 2. if the Shares are not listed on the TSX, the value established by the Board based on the volume weighted average price per Share traded on any other public exchange on which the Shares are listed over the same period, or
 3. if the Shares are not listed on any public exchange, the value per Share established by the Board based on its determination of the fair value of a Share;

- l) **Grant Date** means the date of grant of any Share Unit;
- m) **IFRS** means the International Financial Reporting Standards as adopted by the Accounting Standards Board of Canada;
- n) **Insider** shall have the meaning ascribed thereto in the Securities Act;
- o) **Officer** means an individual who is an officer of the Company or of a Related Entity as an appointee of the Board or the board of directors of the Related Entity, as the case may be;
- p) **Payout Factor** means, for any Share Unit, the percentage, ranging from 0% to 200% (or within such other range as the Board may determine from time to time), quantifying the performance achievement realized as of the applicable date of vesting of such Share Unit, as determined in accordance with the performance conditions or measures and other terms of such Share Unit;
- q) **Performance Conditions** has the meaning set forth in §2.3;
- r) **Performance Share Unit** means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in §3.1 and, if applicable, multiplied by a Payout Factor, that generally becomes vested, if at all, subject to the attainment of certain Performance Conditions and satisfaction of other such conditions to vesting, if any, as may be determined by the Board or Committee from time to time;
- s) **Plan** means this Share Unit Plan, as amended from time to time;
- t) **Recipient** means an Eligible Person who may be granted Share Units from time to time under this Plan;
- u) **Related Entity** means a person that is controlled by the Company. For the purposes of this Plan, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of
 1. ownership of or direction over voting securities in the second person,
 2. a written agreement or indenture,
 3. being the general partner or controlling the general partner of the second person, or
 4. being a trustee of the second person;
- v) **Restricted Share Unit** means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in §3.1 and, if applicable, that generally becomes vested, if at all, following a period of continuous employment of the Recipient with the Company and satisfaction of other such conditions to vesting, if any, as may be determined by the Board or Committee from time to time;
- w) **Retirement** means, with respect to a Recipient, the early or normal retirement of the Recipient within the meaning of the pension plan of the Company for salaried employees, whether or not such Recipient is a member of that pension plan, or, if the Company does not have such a plan, the date on which the Recipient reaches age 65;
- x) **Securities Act** means the *Securities Act*, R.S.B.C. 1996, c. 418, as amended from time to time;
- y) **Share** means a common share in the capital of the Company as from time to time constituted;
- z) **Share Unit** means a Restricted Share Unit or Performance Share Unit, as the case may be;
- aa) **Termination** means, with respect to a Recipient, that the Recipient has ceased to be an Eligible Person, other than as a result of Retirement, and has ceased to fulfil any other role as employee or officer of the Company or any Related Entity, including as a result of termination of employment, resignation from employment, removal as an officer, death or Total Disability;
- bb) **Total Disability** means, with respect to a Recipient, that, solely because of disease or injury, within the meaning of the long-term disability plan of the Company, the Recipient is deemed by a qualified physician selected by the Company to be unable to work at any occupation which the Recipient is reasonably qualified to perform;

- cc) **Trigger Date** means, with respect to a Share Unit, the date set by the Board at the time of grant, and if no date is set by the Board, then December 1 of the third calendar year commencing after the Grant Date of the Share Unit, as such may be amended in accordance with §2.6;
- dd) **TSX** means The Toronto Stock Exchange; and
- ee) **Vesting Date Value** means the notional value, as at a particular date, of the Fair Market Value of one Share.

Administration

- 1.4. The Board will, in its sole and absolute discretion, but taking into account relevant corporate, securities and tax laws,
 - a) interpret and administer this Plan;
 - b) establish, amend and rescind any rules and regulations relating to this Plan; and
 - c) make any other determinations that the Board deems necessary or appropriate for the administration of this Plan.

Any decision of the Board in the interpretation and administration of this Plan will be final, conclusive and binding on all parties concerned. All expenses of administration of this Plan will be borne by the Company.

Delegation to Committee

- 1.5. All of the powers exercisable hereunder by the Board may, to the extent to the extent permitted by law and as determined by a resolution of the Board, be delegated to a Committee including, without limiting the generality of the foregoing, those referred to under §1.4.

Incorporation of Terms of Plan

- 1.6. Subject to specific variations approved by the Board all terms and conditions set out herein will be incorporated into and form part of each Share Unit granted under this Plan.

Effective Date

- 1.7. This Plan was effective on December 18, 2012 and amended as of May 27, 2014, May 12, 2016, June 28, 2017 and June 4, 2019. The Board may, in its discretion, at any time, and from time to time, issue Share Units to Eligible Persons as it determines appropriate under this Plan. However, any such issued Share Units may not be paid out in Shares in any event until receipt of the necessary approvals from shareholders of the Company, the TSX and any other regulatory bodies.

Maximum Number of Shares

- 1.8. The aggregate number of Shares available for issuance from treasury under this Plan, subject to adjustment pursuant to §2.9, shall not shall not exceed the lesser of (i) such number of Shares as is equal to 5% of the aggregate number of Shares issued and outstanding from time to time; and (ii) such number of Shares as, when combined with all other Shares subject to grants made under the Company's other share compensation arrangements (including the Company's stock option plan and deferred share unit plan), would not exceed 7.5% of the outstanding Shares of the Company. Any Shares subject to a Share Unit which has been granted under the Plan and which is cancelled or terminated in accordance with the terms of the Plan without being paid out as provided for in Part 3 shall again be available under the Plan. In addition to the foregoing, the number of Shares (i) issued to Insiders of the Company within any one year period; and (ii) issuable to Insiders of the Company, at any time, under the Plan, or when combined with all of the Company's other security based compensation arrangements, shall not exceed 7.5% of the total issued and outstanding Shares from time to time.

2. AWARDS UNDER THIS PLAN

Recipients

- 2.1. Only Eligible Persons are eligible to participate in this Plan and receive one or more Share Units. Share Units that may be granted hereunder to a particular Eligible Person in a calendar year will (subject to any applicable terms and conditions) represent a right to a bonus or similar award to be received for services rendered by such Eligible Person to the Company or a Related Entity, as the case may be, in the Company's or the Related Entity's fiscal year ending in, or coincident with, such calendar year, as determined by the Board in its discretion. Any Share Units granted pursuant to this Plan shall be subject to the provisions of any clawback policy of the Company in effect from time to time.

Grant

- 2.2. The Board may, in its discretion, at any time, and from time to time, grant Share Units to Eligible Persons as it determines is appropriate, subject to the limitations set out in this Plan. The vesting criteria, if any, of any Share Units granted hereunder shall be as follows:
- (i) with respect to Restricted Share Units, based upon a period of continuous employment of the Recipient with the Company; or
 - (ii) with respect to Performance Share Units, based upon the satisfaction of Performance Conditions,

and in either case, subject to the terms of the Award and the satisfaction of such other conditions for vesting, if any, as may be determined by the Board or Committee from time to time, in its sole discretion but subject to §2.4(d) below.

Performance Conditions

- 2.3. At the time a grant of a Performance Share Unit is made, the Board may, in its sole discretion, establish such performance conditions for the vesting of Performance Share Units as may be specified by the Committee in the Award (the "**Performance Conditions**"). The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Conditions and may exercise its discretion to reduce the amounts payable under any Award subject to Performance Conditions. The Board may determine that an Award shall vest in whole or in part upon achievement of any one performance condition or that two or more Performance Conditions must be achieved prior to the vesting of an Award. Performance Conditions may differ for Awards granted to any one Recipient or to different Recipients.

Vesting

- 2.4. Except as provided in this Plan or any Award, Share Units issued under this Plan will vest on the later of:

the Trigger Date; and

the date upon which the relevant Performance Condition or other vesting condition or conditions set out in the Award have been satisfied,

provided that:

Performance Share Units shall only vest on the Trigger Date to the extent that the Performance Conditions or other vesting conditions set out in an Award have been satisfied on or before the Trigger Date; and

no Share Unit will remain outstanding for any period which exceeds the Expiry Date of such Share Unit.

Forfeiture and Cancellation Upon Expiry Date

- 2.5. Share Units which do not vest on or before the Expiry Date of such Share Unit will be automatically cancelled, without further act or formality and without compensation.

Amendment of Trigger Date

- 2.6. The Board of Directors may, at any time after a grant of a Share Unit, accelerate the Trigger Date of such Share Unit.

Account

- 2.7. Share Units issued pursuant to this Plan (including fractional Share Units, computed to three digits) will be credited to a notional account maintained for each Recipient by the Company for the purposes of facilitating the determination of amounts that may become payable hereunder. A written confirmation of the balance in each Recipient's account will be sent by the Company to the Recipient upon request of the Recipient.

Dividend Equivalents

- 2.8. On any date on which a cash dividend is paid on Shares, a Recipient's account will be credited with the number and type of Share Units (including fractional Share Units, computed to three digits) calculated by
- (a) multiplying the amount of the dividend per Share by the aggregate number of Share Units that were credited to the Eligible Person's account as of the record date for payment of the dividend, and
 - (b) dividing the amount obtained in §2.9 by the Fair Market Value on the date on which the dividend is paid.

Adjustments and Reorganizations

- 2.9. In the event of any dividend paid in Shares, Share subdivision, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of Company assets to shareholders, or any other change in the capital of the Company affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of Share Units outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change.

Notice and Acknowledgement

- 2.10. No certificates will be issued with respect to the Share Units issued under this Plan. Each Eligible Person will, prior to being granted any Share Units, deliver to the Company a signed acknowledgement substantially in the form of Schedule "A" to this Plan.

3. PAYMENTS UNDER THIS PLAN

Payment of Share Units

- 3.1. Subject to the terms of this Plan and, in particular, §3.8 of this Plan, the Company will pay out vested Share Units issued under this Plan and credited to the account of a Recipient by paying or issuing (net of any Applicable Withholding Tax) to such Recipient, on or subsequent to the Trigger Date but no later than the Expiry Date of such vested Share Unit, an Award Payout of either:
- a) one Share (subject to adjustment in accordance with §2.9) for such whole vested Share Unit. Fractional Shares shall not be issued and where a Recipient would be entitled to receive a fractional Share in respect of any fractional vested Share Unit, the Company shall pay to such Recipient, in lieu of such fractional Share, cash equal to the Vesting Date Value as at the Trigger Date of such fractional Share. Each Share issued by the Company pursuant to this Plan shall be issued as fully paid and non-assessable, or
 - b) a cash amount equal to the Vesting Date Value as at the Trigger Date of such vested Share Unit,
 - c) and in the case of Performance Share Units, the number of Shares to be issued or cash to be paid as an Award Payout shall be determined by multiplying the result of (a) or (b) of §3.1 by the Payout Factor.

- d) In the event of an Early Trigger Date in accordance with Section 3.7, in the case of Performance Share Units, unless the board determines otherwise, the Payout Factor will be calculated based on (x) in the case of any performance measurement periods that are complete on or prior to the Early Trigger Date, the actual performance, and (y) in the case of any performance measurement periods that are not complete on or prior to the Early Trigger Date, the actual performance achieved during the measurement period up to the time of the Early Trigger Date.

Limitation on Issuance of Shares to Insiders

- 3.2. Notwithstanding anything in this Plan, the Company shall not issue Shares under this Plan to any Eligible Person who is an Insider of the Company where such issuance would result in:
 - a) the total number of Shares issuable at any time under this Plan to Insiders, or when combined with all other Shares issuable to Insiders under any other equity compensation arrangements then in place, exceeding 7.5% of the total number of issued and outstanding equity securities of the Company on a non-diluted basis; or
 - b) the total number of Shares that may be issued to Insiders during any one year period under this Plan, or when combined with all other Shares issued to Insiders under any other equity compensation arrangements then in place, exceeding 7.5% of the total number of issued and outstanding equity securities of the Company on a non-diluted basis.
 - c) Where the Company is precluded by this §3.2 from issuing Shares to an Insider of the Company, the Company will pay to the relevant Insider a cash Award Payout in an amount equal to the Vesting Date Value as at the Trigger Date of the Share Unit.

Consultants and Advisors

- 3.3. The Board may engage such consultants and advisors as it considers appropriate, including compensation or human resources consultants or advisors, to provide advice and assistance in determining the amounts to be paid under this Plan and other amounts and values to be determined hereunder or in respect of this Plan including, without limitation, those related to a particular Fair Market Value.

Cancellation on Termination for Cause

- 3.4. Subject to §3.7 and §3.8 of this Plan, unless the Board at any time otherwise determines, all unvested Share Units held by any Recipient and all rights in respect thereof will be automatically cancelled, without further act or formality and without compensation, immediately in the event of a Termination arising from the termination of employment or removal from service by the Company or a Related Entity for cause.

Retirement, Total Disability, Death and Termination Without Cause

- 3.5. If a Recipient ceases to be an Eligible Person for any of the following reasons, unvested Share Units will not be cancelled but will remain outstanding and vest in accordance with the terms of this Plan as if such person was an Eligible Person:
 - a) retirement of the Recipient;
 - b) death or Total Disability of a Recipient; and
 - c) the Termination of employment or removal from service by the Company or a Related Entity without cause.

Cancellation on Resignation

- 3.6. Subject to §3.7 and §3.8 of this Plan, unless the Board at any time otherwise determines, all Share Units held by a Recipient for which the Performance Conditions or other vesting conditions set out in the Award have not been met and all rights in respect thereof will be automatically cancelled, without further act or formality and without compensation, immediately in the event of a Termination arising from the resignation of employment by the Recipient, and all Share Units for which the Performance Conditions or other vesting conditions set out in the Award have been met shall continue to vest in accordance with the terms of this Plan as if such person were an Eligible Person.

Termination on Change of Control

- 3.7. Notwithstanding anything else in this Plan, all unvested Share Units held by any Recipient will automatically vest, without further act or formality, immediately in the event of a Termination arising from the resignation or cessation of employment or service by the Recipient based on a material reduction or change in position, duties or remuneration of the Recipient at any time within 12 months after the occurrence of a Change of Control (the “**Early Trigger Date**”).

Upon the occurrence of an Early Trigger Date of this Plan, the Company will pay out on such vested Share Units issued under this Plan and credited to the account of such Recipient by paying (net of any Applicable Withholding Tax) to such Recipient on or subsequent to the Early Trigger Date, but no later than 10 days after the Early Trigger Date, an Award Payout in an amount equal to the Vesting Date Value as at the Early Trigger Date of such Share Unit. Payments in respect of Share Units credited to the accounts of persons who are deceased will be made to or for the benefit of the legal representative of such person in accordance with §3.1.

Tax Matters and Applicable Withholding Tax

- 3.8. Notwithstanding anything else in this Plan, all unvested Share Units held by any Recipient will automatically vest, without further act or formality, immediately in the event of a Termination arising from the resignation or cessation of employment or service by the Recipient based on a material reduction or change in position, duties or remuneration of the Recipient at any time within 12 months after the occurrence of a Change of Control (the “Early Trigger Date”).

The Company does not assume any responsibility for or in respect of the tax consequences of the receipt by Recipients of Share Units, or payments received by Recipients pursuant to this Plan. The Company or relevant Related Entity, as applicable, is authorized to deduct such taxes and other amounts as it may be required or permitted by law to withhold (“**Applicable Withholding Tax**”), in such manner (including, without limitation, by selling Shares otherwise issuable to Recipients, on such terms as the Company determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Company or relevant Related Entity, as applicable, may require Recipients, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Company or Related Entity, as applicable, respecting the payment by such Recipients of applicable income or other taxes.

4. MISCELLANEOUS

Compliance with Applicable Laws

- 4.1. The issuance by the Company of any Share Units and its obligation to make any payments hereunder is subject to compliance with all applicable laws. As a condition of participating in this Plan, each Recipient agrees to comply with all such applicable laws and agrees to furnish to the Company all information and undertakings as may be required to permit compliance with such applicable laws. The Company will have no obligation under this Plan, or otherwise, to grant any Share Unit or make any payment under this Plan in violation of any applicable laws.

Non-Transferability

- 4.2. Share Units and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Recipient dies the legal representatives of the Recipient will be entitled to receive the amount of any payment otherwise payable to the Recipient hereunder in accordance with the provisions hereof.

No Right to Service

- 4.3. Neither participation in this Plan nor any action under this Plan will be construed to give any Eligible Person or Recipient a right to be retained in the service or to continue in the employment of the Company or any Related Entity, or affect in any way the right of the Company or any Related Entity to terminate his or her employment at any time.

Successors and Assigns

- 4.4. This Plan will ensure to the benefit of and be binding upon the respective legal representatives of the Eligible Person.

Plan Amendment

- 4.5. The Board may from time to time in its discretion (without shareholder approval) amend, modify and change the provisions of this Plan and/or any Award, including, without limitation:
- (i) amendments of a house keeping nature; and
 - (ii) changes to the Expiry Date of any Share Units,

provided that notwithstanding the foregoing, the Company shall obtain requisite regulatory and/or shareholder approval in respect of amendments to this Plan, to the extent such approvals are required by any applicable laws or regulations.

However, other than as set out above, any amendment, modification or change to the provisions of this Plan which would:

- a) increase the number of Shares or maximum percentage of Shares which may be issued pursuant to this Plan other than by virtue of §2.9 of this Plan;
- b) reduce the range of amendments requiring shareholder approval contemplated in this Section;
- c) permit Share Units to be transferred or assigned other than for normal estate settlement purposes;
- d) change insider participation limits which would result in shareholder approval being required on a disinterested basis;
- e) materially modify the eligibility requirements for participation in this Plan (including allowing participation by non-employee directors); or
- f) modify §3.2 of this Plan,

shall only be effective on such amendment, modification or change being approved by the shareholders of the Company. In addition, any such amendment, modification or change of any provision of this Plan shall be subject to the approval, if required, by any stock exchange having jurisdiction over the securities of the Company.

Plan Termination

- 4.6. The Board may terminate this Plan at any time, but no termination will, without the consent of the Recipient or unless required by law, adversely affect the rights of a Recipient with respect to Share Units to which the Recipient is then entitled under this Plan. In no event will a termination of this Plan accelerate the vesting of Share Units or the time at which a Recipient would otherwise be entitled to receive any payment in respect of Share Units hereunder.

Governing Law

- 4.7. This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

Reorganization of the Company

- 4.8. The existence of this Plan or Share Units will 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.

No Shareholder Rights

- 4.9. Share Units are not considered to be Shares or securities of the Company, and a Recipient who is issued Share Units will not, as such, be entitled to receive notice of or to attend any shareholders' meeting of the Company, nor entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, and will not be considered the owner of Shares by virtue of such issuance of Share Units.

No Other Benefit

4.10. No amount will be paid to, or in respect of, a Recipient under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Recipient for such purpose.

Unfunded Plan

4.11. For greater certainty, this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Recipient to which Share Units are credited to his or her account or holding Share Units or related accruals under this Plan will have the status of a general unsecured creditor of the Company with respect to any relevant rights that may arise thereunder.

SHARE UNIT PLAN

Roxgold Inc. (the "**Company**") hereby confirms the grant to the undersigned Recipient of [**Restricted/Performance**] Share Units ("**Units**") described in the table below pursuant to the Company's Share Unit Plan (the "**Plan**"), a copy of which Plan has been provided to the undersigned Recipient.

| No. of Units | Trigger Date | Expiry Date |
|--------------|--------------|-------------|
| | | |
| | | |
| | | |

[In the case of Performance Share Units, add: The Units are subject to the Performance Conditions and the Payout Factor(s) outlined in Schedule I]

DATED _____, 20__.

ROXGOLD INC.

Per: _____
Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Recipient under the Plan, agrees to be bound by the provisions thereof and agrees that the Plan will be effective as an agreement between the Company and the undersigned with respect to the Units granted or otherwise issued to it.

DATED _____, 20__.

Witness (Signature)

Name (please print)

Address

City, Province

Occupation

Recipient's Signature

Name of Recipient (print)

SCHEDULE "D"

DSU PLAN RESOLUTIONS

BE IT RESOLVED THAT:

1. The deferred share unit plan substantially in the form attached as Appendix I to Schedule D to the management information circular of the Company dated as of April 30, 2019 is hereby authorized and approved as the deferred share unit plan of the Company, and all unallocated options, rights and other entitlements issuable thereunder be and are hereby approved and authorized in accordance with the rules of the Toronto Stock Exchange until June 4, 2022; and
2. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions.

EXHIBIT "I" TO SCHEDULE D

ROXGOLD INC.

DEFERRED SHARE UNIT PLAN

1. General Provisions

Purpose

- 1.1. The purpose of this Plan is to provide non-employee directors of Roxgold Inc. (the "Company") and its subsidiaries with the opportunity to acquire deferred share units and enable them to participate in the long-term success of Company and to promote a greater alignment of interests between Directors of the Company and its shareholders.

Definitions

- 1.2. In this Plan,

Amendment Date has the meaning set forth in §1.3;

Applicable Withholding Tax has the meaning set forth in §3.5;

Attendance Fee means, for any 12-month period, amounts payable to a Director as a Board meeting attendance fee or a committee meeting attendance fee;

Board means the Board of Directors of the Company;

Business Day means a day upon which the TSX Venture Exchange, or the TSX, as applicable, is open for trading;

Committee means the Compensation Committee of the Board, or any other persons designated by the Board to perform the duties contemplated herein;

Company means Roxgold Inc.;

Deferred Share Unit means a right granted by the Company to an Eligible Person to receive, on a deferred payment basis, the Fair Market Value of a Share, on the terms contained in this Plan;

Designated Deferred Share Unit Compensation means that part of a Director's compensation that is designated by the Board to be paid in Deferred Share Units;

Director means a member of the Board;

Discretionary Compensation means any amount that is approved by the Board, from time to time, to be paid to an Eligible Person in that person's capacity as a Director;

Elected Amount has the meaning set forth in §2.1;

Eligible Person means any person who is a Director who is not otherwise an employee of the Company at the time of the grant of a Deferred Share Unit;

Fair Market Value means, as at a particular date, the weighted average of the trading price per Share on the TSX for the last five trading days ending on that date;

Financial Quarter means each three-month period ending on March 31, June 30, September 30, or December 31, respectively, unless otherwise designated by the Board;

Insider has the meaning ascribed thereto under the TSX Company Manual;

Key Employee means a person who is a “key employee” as defined for purposes of sec. 416(i) of the *Internal Revenue Code* (United States);

Plan means this Deferred Share Unit Plan for Directors, as amended from time to time;

Redemption Date has the meaning contained in §3.1;

Redemption Notice has the meaning contained in §3.1;

Remuneration Period means a fiscal year, or where the context requires, any portion of such period;

Separation Date the date that the Eligible Person ceases service as a director of, and is not an employee or officer of, the Company or its subsidiaries;

Share means a Common share in the capital of the Company;

Terminated Service means, with respect to an Eligible Person, that the Eligible Person has ceased to be a Director, other than as a result of death, and has ceased to fulfil any other role as employee or officer of the Company;

Total Cash Compensation for a particular Eligible Person means the aggregate of the annual retainer (including any additional amounts payable for serving as lead Director or committee Chair or member of the audit committee of the Board), the Attendance Fee and any Discretionary Compensation, that may become payable to that Eligible Person (not including any component that, at the relevant time, has been designated as Designated Deferred Share Unit Compensation);

TSX means The Toronto Stock Exchange; and

U.S. Director means a Director who is a United States citizen, or a United States resident as defined under U.S. tax law.

Effective Date

- 1.3. This Plan is effective as of October 4, 2012 and was initially amended as of April 24, 2013, May 27, 2014, May 12, 2016, June 28, 2017 and subsequently as of June 4, 2019 (the “Amendment Date”). The Board may, in its discretion, at any time, and from time to time, issue Deferred Share Units to Eligible Persons as it determines appropriate under this Plan.

Administration

- 1.4. The Board will, in its sole and absolute discretion, but taking into account relevant corporate, securities and tax laws,
 - a) interpret and administer this Plan,
 - b) establish, amend and rescind any rules and regulations relating to this Plan, and
 - c) make any other determinations that the Board deems necessary or desirable for the administration of this Plan.
 - d) The Board may correct any defect or any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or desirable. Any decision of the Board in the interpretation and administration of this Plan will be final, conclusive and binding on all parties concerned. All expenses of administration of this Plan will be borne by the Company.

Delegation

- 1.5. The Board may, to the extent permitted by law, delegate any of its responsibilities under this Plan and powers related thereto (including, without limiting the generality of the foregoing, those referred to under §1.4) to the Committee or to one or more officers of the Company and all actions taken and decisions made by the Committee or by such officers in this regard will be final, conclusive and binding on all parties concerned, including, but not limited to, the Company, the Eligible Person, and their legal representatives.

2. Awards Under this Plan

Determination of Deferred Share Units

- 2.1. The Board may, before a relevant date in respect of which compensation is otherwise payable, grant Designated Deferred Share Unit Compensation to Eligible Persons. In addition, an Eligible Person may elect, in the manner set out in §2.2, 2.3 and 2.4 as applicable, to receive all or a portion of the Eligible Person's Total Cash Compensation (the "Elected Amount") in the form of Deferred Share Units. Deferred Share Units issued pursuant to this Plan will be credited to an account maintained for each Eligible Person by the Company, as determined by the Company. The number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) to be credited to an Eligible Person will be determined in accordance with §2.5.

Elected Amount Proportional Election

- 2.2. Each Eligible Person may elect, with respect to a Financial Quarter, to be paid a percentage (from zero to 100% in 25% increments) of the Eligible Person's Total Cash Compensation, in Deferred Share Units, with the balance, if any, being paid in cash, or a combination thereof.

Elected Amount Timing of Election

- 2.3. To be effective, an election with respect to Total Cash Compensation for services must be given to the Company not less than five Business Days before the beginning of the Financial Quarter to which the election relates, and in all events before the relevant Total Cash Compensation for the particular Financial Quarter is otherwise payable.

Elected Amount No Election

- 2.4. If no election is made in respect of a particular Remuneration Period, the new or existing Eligible Person will receive the Total Cash Compensation in cash.

Issue of Deferred Share Units

- 2.5. The number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) to be credited to the account of an Eligible Person for services in a Financial Quarter will be determined by dividing the sum of the Designated Deferred Share Unit Compensation for the Financial Quarter (if any) and the Elected Amount (in respect of the Eligible Person's Total Cash Compensation to be earned in such Financial Quarter) by **the Fair Market Value as at** the first Business Day of the Financial Quarter, or such other date as otherwise determined by the Board in its discretion. The number of Deferred Share Units to be credited to an Eligible Person pursuant to a grant of Designated Deferred Share Unit Compensation may, at the discretion of the Board, be determined at the time of grant by dividing the Designated Deferred Share Unit Compensation by the Fair Market Value as of the date of such grant.

Dividend Equivalents

- 2.6. On any date on which a cash dividend is paid on Shares, an Eligible Person's account will be credited with the number of Deferred Share Units (including fractional Deferred Share Units, computed to three digits) calculated by
 - a) multiplying the amount of the dividend per Share by the aggregate number of Deferred Share Units that were credited to the Eligible Person's account as of the record date for payment of the dividend, and
 - b) dividing the amount obtained in §2.6(a) by the Fair Market Value on the date on which the dividend is paid.

Eligible Person's Account

- 2.7. A written confirmation of the balance in each Eligible Person's account will be sent by the Company to the Eligible Person upon request of the Eligible Person.

Adjustments and Reorganizations

- 2.8. In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off or other distribution of Company assets to shareholders, or any other change in the capital of the Company affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of Deferred Share Units outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change.

3. Termination of Service

Designation of Redemption Date

- 3.1. After the Separation Date, an Eligible Person (or his or her legal representative, as the case may be) who is not a US Director may cause the Company to redeem the Deferred Share Units by filing a written notice of redemption in the form of Schedule A hereto (the "Redemption Notice") with the Secretary:(a) specifying (i) either one or more redemption dates (each a "Redemption Date"), which shall be at least 10 Business Days following the date on which the Redemption Notice is received by the Corporation, but no later than December 15 of the first calendar year commencing after the year in which the Separation Date occurred (the "Deemed Redemption Date"), and (ii) the percentage of Deferred Share Units held by the Eligible Person to be redeemed on each such Redemption Date (which shall not be less than 10% of the number of Deferred Share Units recorded in the name of the Eligible Person as of the Separation Date and which, when added together shall equal 100% of the Deferred Share Units recorded in the name of the Eligible Person on the Separation Date).

Redemption of Deferred Share Units – Non-U.S. Directors

- 3.2. The Company shall, on the earlier of the Redemption Date and the Deemed Redemption Date, pay an Eligible Person who is not a U.S. Director and who has Terminated Service **cash equal** to the Fair Market Value of the Shares on the Redemption Date multiplied by the number of Deferred Share Units to be redeemed on such date, net of any Applicable Withholding Tax. The Company may defer the Redemption Date to any other date if such deferral is, in the sole opinion of the Company, desirable to ensure compliance with the provisions hereof, provided that in no event shall the Redemption Date be deferred to a date that is later than the end of the calendar year after the calendar year in which the Separation Date falls.

Redemption of Deferred Share Units – U.S. Directors

- 3.3. The Company shall pay an Eligible Person who is a U.S. Director and who has Terminated Service, pay **cash equal** to the Fair Market Value of the Shares on the Separation Date multiplied by the number of Deferred Share Units recorded to the Eligible Person, net of any Applicable Withholding Tax. The Company will make such payment,
 - (a) to any such Eligible Person who is a Key Employee, as soon as is reasonably possible following the date that is at least six months after the date such Key Employee has Terminated Service, but in any event within eight months of such Key Employee having Terminated Service, and
 - (b) to any Eligible Person who is not a Key Employee, as soon as is reasonably possible following the date the Eligible Person has Terminated Service, but in any event within two months of the date on which the Eligible Person has Terminated Service.

The Company may defer the payment to any other date if such deferral is, in the sole opinion of the Company, desirable to ensure compliance with §3.3.

Death

- 3.4. In the event of the death of an Eligible Person, the Company will, within two months of the Eligible Person's death, pay cash equal to the Fair Market Value of the Shares multiplied by the number of Deferred Share Units recorded to the Eligible Person which would be deliverable to the Eligible Person if the Eligible Person had Terminated Service in respect of the Deferred Share Units credited to the deceased Eligible Person's account (net of any Applicable Withholding Tax) to or for the benefit of the legal representative of the Eligible Person. The Fair Market Value will be calculated on the date of death of the Eligible Person.

Applicable Withholding Tax

- 3.5. The Company is authorized to deduct such taxes and other amounts as it may be required or permitted by law to withhold ("Applicable Withholding Tax"), in such manner as it determines, including, without limiting the generality of the foregoing, by delivering less cash, as applicable, than an Eligible Person otherwise would have received. The Company may require Eligible Persons, as a condition of receiving amounts otherwise to be delivered to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Company respecting the payment by such Eligible Persons of applicable income or other taxes.

4. GENERAL

Non-Transferability

- 4.1. Deferred Share Units and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if the Eligible Person dies, the legal representatives of the Eligible Person will be entitled to receive the amount of any payment otherwise payable to the Eligible Person hereunder in accordance with the provisions hereof.

No Right to Service

- 4.2. Neither participation in this Plan nor any action under this Plan will be construed to give any Eligible Person a right to be retained in the service of the Company.

Applicable Trading Policies

- 4.3. The Board and each Eligible Person will ensure that all actions taken and decisions made by the Board or the Eligible Person, as the case may be, pursuant to this Plan comply with any applicable securities laws and policies of the Company relating to insider trading or "blackout" periods.

Successors and Assigns

- 4.4. This Plan will be to the benefit of and be binding upon the respective legal representatives of the Eligible Person.

Plan Amendment

- 4.5. The Board may (without shareholder approval) amend this Plan (and/or any Deferred Share Unit issued under the Plan) as it deems necessary or appropriate, subject to applicable corporate, securities and tax law requirements, but no amendment will, without the consent of the Eligible Person or unless required by law (or for compliance with applicable corporate, securities or tax law requirements or related industry practice), adversely affect the rights of an Eligible Person with respect to Deferred Share Units to which the Eligible Person is then entitled under this Plan. Notwithstanding the foregoing, any amendment, modification or change to the provisions of this Plan which would:
 - (a) reduce the range of amendments requiring shareholder approval contemplated in this Section;
 - (b) permit Deferred Share Units to be transferred or assigned other than for normal estate settlement purposes;
 - (c) change insider participation limits which would result in shareholder approval to be required on a disinterested basis; or
 - (d) materially modify the requirements as to eligibility for participation in the Plan;

shall only be effective upon such amendment, modification or change being approved by the shareholders of the Company.

Plan Termination

- 4.6. The Board may terminate this Plan at any time, but no termination will, without the consent of the Eligible Person or unless required by law, adversely affect the rights of an Eligible Person with respect to Deferred Share Units to which the Eligible Person is then entitled under this Plan. In no event will a termination of this Plan accelerate the time at which the Eligible Person would otherwise be entitled to receive any cash in respect of Deferred Share Units hereunder.

Governing Law

- 4.7. This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

Reorganization of the Company

- 4.8. The existence of this Plan or Deferred Share Units will 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.

No Shareholder Rights

- 4.9. Deferred Share Units are not considered to be Shares or securities of the Company, and an Eligible Person whose account is credited with Deferred Share Units will not, as such, be entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, or be considered the owner of Shares by virtue of such crediting of Deferred Share Units.

No Other Benefit

- 4.10. No amount will be paid to, or in respect of, an Eligible Person under this Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, an Eligible Person for such purpose.

Unfunded Plan

- 4.11. For greater certainty, this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Eligible Person holding Deferred Share Units or related accruals under this Plan will have the status of a general unsecured creditor of the Company with respect to any relevant rights thereunder.