

UNLESS PERMITTED UNDER APPLICABLE SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER OCTOBER 15, 2021.

OREZONE GOLD CORPORATION
910-1111 Melville Street
Vancouver, B.C.
V6E 3V6

SECURED CONVERTIBLE DEBENTURE

PRINCIPAL: US\$10,000,000

October 15, 2021

FOR VALUE RECEIVED, Orezone Gold Corporation. (the “**Corporation**”) promises to pay to or to the order of Beedie Investments Ltd. (the “**Holder**”) at #1570 - 1111 West Georgia Street Vancouver BC V6E 4M3 or such other place and/or person as the Holder may by notice in writing to the Corporation direct, the principal sum of **TEN MILLION DOLLARS** (US\$10,000,000) in lawful money of the United States of America (the “**Principal**”). Subject to the provisions of this debenture (this “**Debenture**”), the Principal shall become due and payable on October 15, 2026 (the “**Maturity Date**”).

This Debenture is one of a series debentures of the Corporation (the “**Debentures**”). The Debentures consist of and are limited to an aggregate principal amount of US\$35,000,000. This Debenture will rank *pari passu* with any other Debenture from time to time issued, and for such purpose each Holder of the Debentures shall be equally and rateably entitled to the benefits as set forth in the Debenture of such Holder together with the Debentures of all other Holders of the Debentures in the manner and to the extent herein set forth.

This Debenture is subject to the terms and conditions set out below.

ARTICLE 1 INTERPRETATION

1.1 Definitions

As used herein, the following expressions shall have the following meanings:

- (a) “**Affiliate**” means any person which, directly or indirectly, controls, is controlled by or is under common control with another person; and, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”) means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of shares or by contract or otherwise, *provided that*, for the purposes of this Agreement, a Holder shall not be deemed an Affiliate of the Corporation.
- (b) “**Agency Agreement**” means the common security and agency appointment agreement entered into on or about the date of this Debenture between the Agent and the Holders pursuant to which, amongst other things, the Holders appoint the Agent as their common security agent, agree to hold the Security Interest on a *pari passu* basis and agree on joint enforcement arrangements.

- (c) “**Agent**” means RCF Management (Toronto) Inc. and any successor or permitted assigns.
- (d) “**Anti-Money Laundering Laws and Regulations**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the U.S. Money Laundering Control Act of 1986, the U.S. Currency and Foreign Transactions Reporting Act of 1970 (the U.S. Bank Secrecy Act), and as to each, the regulations and rules promulgated thereunder, all as amended from time to time; and corresponding laws of (a) the European Union designed to combat money laundering and terrorist financing and (b) jurisdictions in which a Loan Party, the Operating Company or a Subsidiary thereof operates or in which the proceeds of the Principal will be used or from which repayments of the obligations will be derived.
- (e) “**Applicable Laws**” means, in relation to any Person, transaction or event (i) all applicable provisions of laws, statutes, rules and regulations of any Governmental Authority from time to time in effect, and (ii) all Governmental Authorizations to which the Person is a party or by which it or its property is bound or having application to the transaction or event.
- (f) “**Applicable Securities Legislation**” means all applicable securities laws of each of the jurisdictions in which a Loan Party is a “reporting issuer” and the respective rules and regulations under such laws together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other applicable regulatory instruments of the securities regulatory authorities in any of such jurisdictions and such other jurisdictions as may be agreed to between the Loan Parties and the Holder.
- (g) “**Business Day**” means a day on which banks are generally open for the transaction of commercial business in Toronto, Ontario and Vancouver, British Columbia but does not in any event include a Saturday or a Sunday or a statutory holiday under Applicable Law.
- (h) “**Capital Reorganization**” has the meaning ascribed thereto in Subsection 3.4(b).
- (i) “**Change of Control**” has the meaning ascribed thereto in Section 5.6.
- (j) “**Closing Date**” means the date first written above on the front page of this Debenture.
- (k) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended from time to time (including regulations and guidance thereunder).
- (l) “**Commercial Production**” means the declaration by the Corporation of commercial production at the Project under IFRS.
- (m) “**Common Share Reorganization**” has the meaning ascribed thereto in Subsection 3.4(a).
- (n) “**Common Shares**” means common shares of the Corporation, as such shares were constituted on the date hereof, as the same may be reorganized or reclassified pursuant to any of the events set out in Section 3.4.

- (o) **“Compliance and Update Certificate”** means a certificate of the Corporation signed on behalf of the Corporation by a director, the president, vice president, chief financial officer, treasurer or controller of the Corporation or such other individual (acceptable to the Holder, acting reasonably) as is expressly authorized in writing by the Corporation, substantially in the form set out in Exhibit C, to be given to the Holder by the Corporation pursuant hereto.
- (p) **“Control”** or **“Controlled”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether directly or indirectly, or to elect a majority of the board of directors, managing partner, trustee or other Person performing similar functions with respect to such Person, whether through the ownership of voting securities, ownership interests, or by contract or otherwise.
- (q) **“Conversion Price”** means US\$1.08, subject to adjustment from time to time pursuant to Section 3.4.
- (r) **“Coris”** means Coris Bank International, the lender under the Senior Facility Agreement.
- (s) **“Corporation”** means Orezone Gold Corporation, a corporation incorporated pursuant to the federal laws of Canada.
- (t) **“Date of Conversion”** has the meaning ascribed thereto in Subsection 3.2(c).
- (u) **“Debt Service Coverage Ratio”** means, at any date of determination, for the period of 12 consecutive months ending as at such date, the ratio of (i) EBITDA to (ii) the sum of the Net Interest Expense plus all scheduled principal payments on all Indebtedness of the Orezone Group for borrowed money (including the current portion of all long-term debt, revolving credit and short-term debt extendible beyond one year, any factored receivables (other than to the extent that they are sold on a non-recourse basis), any amount raised by the issue of redeemable equity interests, and any other Indebtedness which is otherwise classified as borrowings in accordance with IFRS).
- (v) **“Default”** means any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of determination or any combination of any of the foregoing) be an Event of Default.
- (w) **“Designated Persons”** means a Person or entity (i) listed in the annex to, or otherwise subject to the provisions of, any Executive Order, (ii) named as a “Specially Designated National and Blocked Person” on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list or who is otherwise the subject of any Sanctions Laws and Regulations, or (iii) in which an entity or Person on such “Specially Designated National and Blocked Person” list has 50% or greater ownership interest or that is otherwise controlled by any such Person.
- (x) **“EBITDA”** means, with respect to the Orezone Group for any fiscal period, their net earnings, on a consolidated basis, for such period, calculated in accordance with IFRS, plus, in each case to the extent deducted from net earnings and without duplication:
 - (i) all amounts deducted in respect of Net Interest Expense for such period;

- (ii) all amounts deducted in respect of the provision for income and capital taxes (in accordance with IFRS);
- (iii) all amounts deducted in the calculation of any portion of such net earnings for such period in respect of non-cash items (including depreciation, stock-based compensation, unrealized losses on any swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar arrangement resulting from mark-to-market accounting for hedging activities, amortization, unrealized foreign exchange losses, non-cash amortization and write-offs of discount and debt issuance costs and deferred and future taxes);
- (iv) amounts deducted in respect of extraordinary and non-recurring losses, costs and expenses; and
- (v) all unrealized losses arising from accounting activities related to the Stream Agreement (on a mark-to-mark basis),

less, in each case, to the extent included in the calculation of net earnings and without duplication income tax credits:

- (vi) non-cash charges previously added back to EBITDA in determining net earnings, to the extent such non-cash charges have become cash expenditures during such period;
 - (vii) all unrealized gains on any swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar arrangement resulting from mark-to-market accounting for hedging activities and unrealized foreign exchange gains;
 - (viii) any other non-cash, non-recurring items increasing such net earnings (other than any such non-cash items to the extent such items will result in the receipt of cash payments in any future period);
 - (ix) extraordinary and non-recurring earnings and gains; and
 - (x) all unrealized gains arising from accounting activities related to the Stream Agreement (on a mark-to-mark basis).
- (y) **“Environmental Laws”** means all Applicable Laws and other Governmental Authorizations, as well as common law, civil law and other jurisprudence or authority having the force of law at any time, relating in whole or in part to any condition or substance, heat, energy, sound, vibration, radiation or odour that may affect any component of the earth and its surrounding atmosphere or affect human health or any plant, animal or other living organism or any waste, toxic substance, contaminant or dangerous good or the deposit, release or discharge of any thereof into any component of the earth and its surrounding atmosphere.
- (z) **“Euro”** means Euro Ressources S.A. as the purchaser under the Stream Agreement.
- (aa) **“Event of Default”** has the meaning ascribed thereto in Section 6.1.

- (bb) “**Exchange**” means either the TSX-V or the TSX, being the exchange upon which the Common Shares are traded from time to time.
- (cc) “**Exchange Rate**” means the rate set and published from time to time by the Bank of Canada for the exchange of Canadian dollars and US\$.
- (dd) “**Executive Order**” means any executive order made by the U.S. government, including without limitation by OFAC or the U.S. Department of State.
- (ee) “**FATCA**” means (a) Sections 1471 through 1474 of the Code, (b) any successor version thereof that is substantively comparable, (c) any agreement entered into pursuant to Section 1471(b)(1) of the Code, or (d) any law, regulation, rule or practice implementing an intergovernmental agreement or approach thereto including Part XVIII of the Tax Act and the Canada-United States Enhanced Tax Information Exchange Agreement Implementation Act.
- (ff) “**Fiscal Year**” means, in respect of the Orezone Group, the annual accounting period ending on December 31 of each year.
- (gg) “**Funding Date**” has the meaning ascribed thereto in Section 2.1
- (hh) “**Governmental Authority**” means any federal, provincial, regional, municipal or local government or any department, agency, board, tribunal or authority thereof or other political subdivision thereof and any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or the operation thereof.
- (ii) “**Governmental Authorization**” means an authorization, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree or demand or the like issued or granted by law or by rule or regulation of any Governmental Authority.
- (jj) “**Guarantees**” means the guarantees granted by the Guarantors in favour of the Agent in support of the obligations of the Corporation under the Debentures, in form and substance satisfactory to the Holders and the Agent.
- (kk) “**Guarantors**” means Orezone Inc. and Orezone Inc. SARL. and all other Subsidiaries of the Corporation from time to time, other than the Operating Company; and “**Guarantor**” means any one of them.
- (ll) “**Hazardous Materials**” means chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum by-products.
- (mm) “**Holder**” has the meaning ascribed thereto in the first paragraph of this Debenture.
- (nn) “**Holdings**” means all of the Persons who are holding the Debentures from time to time, including the Holder.
- (oo) “**IFRS**” means international financial reporting standards prepared by the International Accounting Standards Board and approved by the Canadian Accounting Standards Board or any successor thereto, as at the date on which any calculation or determination is

required to be made, provided that, in accordance with such international financial reporting standards, where the CASB includes a recommendation concerning the treatment of any accounting matter, such recommendation shall be regarded as the only international financing reporting standard.

- (pp) “**Indebtedness**” means, with respect to any member of the Orezone Group, all obligations, liabilities and indebtedness of such Person which would, in accordance with IFRS, be classified upon a consolidated balance sheet of such Person as liabilities of it and its Subsidiaries and, whether or not so classified, shall include all obligations, liabilities and indebtedness for or in respect of borrowed money, obligations in relation to bankers’ acceptances, letters of credit and letters of guarantee, obligations under any guarantees, indemnities, assurances and comfort letters or other contingent obligations, obligations in relation to redemption rights or mandatory dividends under preferred shares, indebtedness representing the deferred purchase price of any property, and all obligations created or arising under any conditional sales agreement or other title retention agreement which is not a lease, the present value of all attributable in respect of any finance or capital lease arrangement or sale-leaseback arrangement, the aggregate mark-to-market amount of all non-cash liabilities owing under any swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar arrangement, and all other long-term obligations upon which interest charges are customarily paid.
- (qq) “**Intercompany Loan Assignment Agreements**” means the intercompany loan assignment agreements granted in favour of the Agent by each Loan Party to whom any debt, liability or obligation is owed by another member of the Orezone Group, each in form and substance satisfactory to the Agent and the Holders, pursuant to which each such Loan Party will assign and postpone all such debts, liabilities and obligations to the Agent.
- (rr) “**Intercreditor Agreement**” means the intercreditor agreement to be entered into on or about the date of this Debenture between the Agent, the Holders, Coris, Euro, the Loan Parties and the Operating Company, setting out, amongst other things, the parties’ respective priorities and rights in connection with the Debentures, the Senior Facility Agreement, the Stream Agreement and their supporting security interests, as may be amended, restated, supplemented or modified from time to time.
- (ss) “**Interest**” has the meaning ascribed thereto in Section 2.3.
- (tt) “**Interest Rate**” has the meaning ascribed thereto in Section 2.3.
- (uu) “**Lien**” means (i) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec (whether movable or immovable), hypothecation, encumbrance, charge, security interest, adverse claim, defect to title or right of set off in, on or of such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (iii) any purchase option, call or similar right of a third party with respect to such asset, (iv) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (v) any other arrangement having the effect of providing security.
- (vv) “**Loan Parties**” means the Corporation and the Guarantors.

- (ww) “**Market Price**” means (i) for so long as the Common Shares are listed for trading on the TSX-V, the “market price” as defined by the policies of the TSX-V as of the date of determination of each interest payment made under Section 2.3(b) multiplied by the Exchange Rate as at the time of each interest payment made under Section 2.3(b), and (ii) in the event that the Common Shares are listed for trading on the TSX, the greater of (A) the maximum “discounted market price” as defined by the policies of the TSX as of the date of determination of each interest payment made under Section 2.3(b) multiplied by the Exchange Rate as at the time of each interest payment made under Section 2.3(b), and (B) the twenty (20) day volume weighted average price on the OTCQX market as of the date of determination of each interest payment made under Section 2.3(b).
- (xx) “**Material Adverse Change**” means any matter, event or circumstance that individually or in the aggregate would reasonably be expected to have a material adverse change or effect: (i) in the financial condition of the Orezone Group, on a consolidated basis, or in the property, business operations or liabilities of the Orezone Group; (ii) on the ability of any of the members of the Orezone Group to perform any of their respective obligations under the Debentures or any Security Document to which it is a party; (iii) the validity or enforceability of the Debentures or any Security Document; (iv) the ability of the Orezone Group to construct and operate the Project in accordance with the Project Plan.
- (yy) “**Maturity Date**” has the meaning ascribed thereto in the first paragraph of this Debenture.
- (zz) “**Mining Authorizations**” means, in respect of the Project, all authorizations, licences, permits, rights (including surface and access rights), privileges, concessions, franchises, clearances, consents, orders and other approvals (including, any other Governmental Authorizations) granted or issued by or obtained from any person, including any Governmental Authority that is required by or desirable in connection with the acquisition, development, construction or commissioning of the Project or any part thereof.
- (aaa) “**Monthly Detailed Cost Report**” means the monthly detailed cost report in respect of the Project to be delivered monthly by the Corporation to the Holder pursuant to the terms of this Debenture in the form set out in Exhibit D.
- (bbb) “**Monthly Level 3 Schedule**” means the monthly level 3 schedule in respect of the Project to be delivered monthly by the Corporation to the Holder pursuant to the terms of this Debenture in the form set out in Exhibit E.
- (ccc) “**National Instrument 45-102**” means National Instrument 45-102 - *Resale of Securities* together with the companion policy thereto.
- (ddd) “**Net Interest Expense**” means, with respect to the Orezone Group for any fiscal period, on a consolidated basis, total interest expense paid or payable in cash with respect to all outstanding Indebtedness of the Orezone Group, excluding any upfront fees and transaction costs payable in connection with the Debentures, the Senior Facility Agreement and the Stream Agreement and any arrangements directly related thereto (to the extent included in such interest expense).
- (eee) “**OFAC**” means the U.S. Department of the Treasury Office of Foreign Assets Control.

- (fff) **“Operating Company”** means Orezone Bombaré S.A., a société anonyme established in Burkina Faso.
- (ggg) **“Orezone Group”** means the Loan Parties, the Operating Company and any of their other Affiliates or Subsidiaries.
- (hhh) **“Permitted Indebtedness”** means:
- (i) all existing Indebtedness of the Orezone Group incurred prior to the date hereof as set forth in Schedule 5.4(a);
 - (ii) all Indebtedness of the Loan Parties to the Holders under the Debentures up to the aggregate principal amount of US\$35,000,000;
 - (iii) (x) the unsecured parent guarantee granted by the Corporation in favour of Coris in support of the obligations of the Operating Company under the Senior Facility Agreement, and (y) the Indebtedness of the Operating Company under the Senior Facility Agreement, in each case provided that such Indebtedness is subject to the Intercreditor Agreement;
 - (iv) (x) the unsecured parent guarantee granted by the Corporation in favour of Euro in support of the obligations of the Operating Company under the Stream Agreement, and (y) any obligations under the Stream Agreement comprising Indebtedness of the Operating Company, in each case provided that such Indebtedness is subject to the Intercreditor Agreement;
 - (v) any Indebtedness owing by any member of the Orezone Group to another member of the Orezone Group and set forth on Schedule 5.4(a)(1), provided that such Indebtedness is subject to the Intercompany Loan Assignment Agreement and otherwise accords with Section 5.3(t);
 - (vi) any Indebtedness resulting from the factoring of any Tax receivable on a non-recourse basis by the Operating Company;
 - (vii) subject to the covenants set out in Section 5.3(v), Indebtedness resulting from payables incurred in accordance with the Project Plan that are not more than 60 days past due from the date of invoice or demand (other than any such payables being contested in good faith by appropriate proceedings);
 - (viii) Indebtedness incurred by any member of the Orezone Group that is unsecured and subordinate in right of payment to this Debenture where the amount of such Indebtedness does not exceed \$250,000 in the aggregate;
 - (ix) extensions, refinancings, modifications, amendments and restatements of any of the above Indebtedness, provided that the principal amount thereof is not increased nor the terms thereof modified to impose more burdensome terms upon the Orezone Group and provided further that in the case of any Indebtedness described in clauses (iii) and (iv) above such Indebtedness remains subject to the Intercreditor Agreement;

- (x) any lease liabilities under any operating leases determined in accordance with IFRS 16 *Leases* pertaining to the power plant, mining contract, fuel depot, office leases and any other contracts of an operational nature (in each case provided that such arrangements do not comprise a capital or finance lease arrangement); or
 - (xi) Indebtedness incurred by the Operating Company with the mining contractor whereby the Operating Company will pay the mining contractor in twelve equal monthly instalments starting in October 2022 an amount for upfront site establishment charges incurred on a reimbursable basis by the mining contractor and 60% of the mining contractor's fixed monthly fees from February 2021 to September 2022, with the aggregate amount not to exceed US\$3,400,000.
- (iii) **“Permitted Liens”** means:
- (i) the Security Interest;
 - (ii) Liens granted by the Operating Company in favour of Coris in support of the obligations of the Operating Company under the Senior Facility Agreement, provided that such Liens are subject to the Intercreditor Agreement;
 - (iii) Liens granted by the Corporation in favour of Euro in support of the obligations of the Corporation under the Stream Agreement, provided that such Liens are subject to the Intercreditor Agreement;
 - (iv) Liens of any member of the Orezone Group for taxes, fees, assessments or other government charges or levies, either not due and payable or being contested in good faith and for which such Person maintains reasonably adequate reserves;
 - (v) Liens of any member of the Orezone Group arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default;
 - (vi) Liens of the Operating Company in connection with any performance bonds, surety bonds, environmental reclamation bonds or guarantees, completion guarantees or like instruments (other than for borrowed money) incurred in the ordinary course of business; and
 - (vii) any Liens registered under the *Personal Property Security Act* and set forth on Schedule 5.4(b).
- (jjj) **“Person”** means an individual, partnership, corporation, trust or other business or legal entity.
- (kkk) **“Pledge Agreements”** means the share pledge agreements granted by the Loan Parties in favour of the Agent in support of the obligations of the Corporation under the Debentures or in support of their obligations under the Guarantees, as the case may be, each in form and substance satisfactory to the Agent and the Holders, including:
- (i) the pledge by the Corporation over its entire equity interest in Orezone Inc. governed by the laws of the British Virgin Islands;

- (ii) the pledge by Orezone Inc. over its entire equity interest in Orezone Inc. SARL governed by the laws of Burkina Faso;
 - (iii) the pledge by Orezone Inc. SARL over its entire equity interest in the Operating Company governed by the laws of Burkina Faso; and
 - (iv) any pledge agreement over the equity interests in a new Subsidiary of the Corporation required to be entered into pursuant to Section 5.3(bb).
- (lll) [*Commercially sensitive information redacted*].
- (mmm) “**Principal**” has the meaning ascribed thereto in the first paragraph of this Debenture.
- (nnn) “**Project**” means the Bomboré gold mine located in central Burkina Faso operated by the Operating Company comprising a 28.87 square kilometre open-pit development site.
- (ooo) “**Project Month End Report**” means the project month end report in respect of the Project to be delivered monthly by the Corporation to the Holder pursuant to the terms of this Debenture in the form set out in Exhibit F.
- (ppp) “**Project Plan**” means the plan for the Project to achieve Commercial Production prepared by the Operating Company, which plan includes:
- (i) a finalized cost and construction budget and timetable for the Project detailing, on a separate basis, the hard and soft costs associated with the development and construction of the Project and which shall evidence that 50% of all such costs will have been expended on construction activities by June 30, 2022 as required by certain Mining Authorizations; and
 - (ii) a detailed breakdown and projected timeline of the financial, construction, developmental and operational milestones for the Project,
- all as may only be amended and supplemented from time to time with the consent of the Holder and in accordance with the terms of this Debenture.
- (qqq) “**Quarter End**” means the last day of each of March, June, September and December of each calendar year.
- (rrr) “**Sanctions Laws and Regulations**” means (i) any sanctions, prohibitions, trade embargoes or requirements imposed by any Executive Order or by any sanctions program administered by the U.S. government, including without limitation OFAC or the U.S. Department of State, and (ii) any sanctions measures, prohibitions, trade embargoes or requirements imposed by the United Nations Security Council, the European Union, the United Kingdom (including by Her Majesty’s Treasury), the Government of Canada or any other applicable sanctions authority.
- (sss) “**Security Agreement**” means the general security agreement granted by the Corporation in favour of the Agent, in form and substance satisfactory to the Agent and the Holders.
- (ttt) “**Security Documents**” means the Guarantees, the Pledge Agreements, the Security Agreement and the Intercompany Loan Assignment Agreements.

- (uuu) “**Security Interest**” means the charge and security interest in and to certain assets of the Loan Parties created by each Loan Party in favour of the Agent (for the benefit of the Holders) under the Security Agreement, the Pledge Agreements and the Intercompany Loan Assignment Agreements.
- (vvv) “**Senior Facility Agreement**” means the facility agreement entered into on or about the date of this Debenture between the Operating Company as borrower and Coris as lender in respect of the extension of up to XOF 52,500,000,000 in short and medium term facilities, as may (pursuant to the terms of the Intercreditor Agreement) be amended, restated, supplemented or modified from time to time.
- (www) “**Stream Agreement**” means the purchase and sale agreement entered into on or about the date of this Debenture between the Operating Company as seller and Euro as purchaser in respect of a prepaid stream of silver produced at the Project for an initial deposit in the amount of US\$7,150,000, as may (pursuant to the terms of the Intercreditor Agreement) be amended, restated, supplemented or modified from time to time.
- (xxx) “**Subsidiary**” means with respect to any Person (“X”):
- (i) any corporation of which at least a majority of the outstanding shares having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by X or one or more of its Subsidiaries, or X and one or more of its Subsidiaries;
 - (ii) any partnership of which, at the time, X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries (A) directly, indirectly or beneficially own or control more than 50% of the income, capital, beneficial or ownership interests (however designated) thereof, or (B) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or
 - (iii) any other Person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries.
- (yyy) “**Taxes**” means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax, together with any instalments with respect thereto, and any interest, fines and penalties with respect thereto, imposed by any Governmental Authority and whether disputed or not.
- (zzz) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

- (aaaa) “**TSX**” means the Toronto Stock Exchange.
- (bbbb) “**TSX-V**” means the TSX Venture Exchange.
- (cccc) “**Unencumbered Cash**” means cash and cash equivalents, excluding any undrawn credit lines but otherwise including:
- (i) the cash proceeds of the Debentures, the Senior Facility Agreement and the Stream Agreement;
 - (ii) investments in certificates of deposit, bankers’ acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of Canada or of any Canadian province which has a senior unsecured rating of A- or better by Standard & Poor’s Ratings Services and A3 or better by Standard & Poor’s Ratings Services; and
 - (iii) deposits in bank accounts made in the ordinary course of business and otherwise permitted hereunder.
- (dddd) “**US\$**” means United States dollars.

1.2 Extended Meanings

The terms “**hereto**”, “**hereby**”, “**hereunder**”, “**herein**” and similar expressions refer to the whole of this Debenture and not to any particular Article, Section, clause or part hereof. Words importing the singular number only include the plural and vice versa and words importing gender include all genders.

1.3 Sections and Headings

The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction and interpretation of this Debenture.

1.4 Exhibit

The following exhibits form part of this Debenture:

- Exhibit A: Notice of Conversion
- Exhibit B: Notice of Forced Conversion
- Exhibit C: Compliance and Update Certificate
- Exhibit D: Monthly Detailed Cost Report
- Exhibit E: Monthly Level 3 Schedule
- Exhibit F: Project Month End Report

1.5 Accounting Terms and Computations

Each accounting term used in this Debenture has the meaning assigned to it under IFRS unless otherwise defined herein and reference to any balance sheet item or income statement item means such item as computed from the applicable statement prepared in accordance with IFRS. All financial statements

required to be delivered hereunder shall be made and prepared in accordance with IFRS consistently applied throughout the periods involved. In the event of a change in IFRS, the Borrower and the Holder shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Debenture as at the Closing Date, and any new ratio or covenant shall be subject to the approval of the Holder. In the event that such a negotiation is unsuccessful, all calculation thereafter made for the purpose of determining compliance with the financial ratios and financial covenant contained herein shall be made on a basis consistent with IFRS in existence at the Closing Date.

ARTICLE 2 THE DEBENTURE

2.1 The Debenture

Subject to the terms and conditions hereof, including Section 2.9, and provided that no Event of Default has occurred and is continuing, the Holder shall advance the Principal in a single advance to the Corporation concurrently with the advance(s) by all other Holders of all principal under their respective Debentures on or before October 15, 2021 (the date of such advance being the “**Funding Date**”). Except as otherwise provided herein, the outstanding Principal, together with all accrued but unpaid Interest and other costs, fees or charges payable hereunder from time to time, will be immediately due and payable by the Corporation to the Holder on the Maturity Date. If the Principal has not been advanced by the Holder to the Corporation by October 20, 2021, this Debenture shall terminate, the obligation of the Holder to advance any Principal to the Corporation will cease and the right of the Corporation to draw any Principal will be cancelled.

2.2 Use of Principal

The Principal be applied to fund the Project either by the Operating Company after being downstreamed by the Corporation by way of intercompany loans (subject to the Intercompany Loan Assignment Agreements and Section 5.3(t)) to the Operating Company or by the Corporation directly paying Project expenses on behalf of the Operating Company.

2.3 Interest

Interest (“**Interest**”) shall accrue on the Principal at the rate of 8.5% per annum (the “**Interest Rate**”). Interest payable in cash shall be payable quarterly in arrears on each Quarter End following the Funding Date and Interest payable in Common Shares shall be payable five (5) Business Days following each Quarter End following the Funding Date (and, if such day is not a Business Day, on the next Business Day immediately thereafter) as well as on the Maturity Date and on any Date of Conversion, provided that all interest payments, including any payments of accrued but unpaid Interest owing on any Date of Conversion, shall be made by the Corporation as follows:

- (a) 25% of each such interest payment shall be paid in cash in immediately available funds; and
- (b) 75% of each such interest payment shall be paid, at the option of the Corporation (in its sole discretion, subject to Exchange approval, as notified to the Holder in writing no less than five Business Days prior to the relevant interest payment date), either in cash in immediately available funds or by way of issuance to the Holder of Common Shares in an amount equal to the amount of interest then payable calculated on the basis of a price per Common Share equal to the Market Price, subject to the terms set out in Article 3 in

respect of the issuance of Common Shares as applicable, and in all cases provided that any such election by the Corporation in respect of payment of such interest is made in a corresponding, concurrent and consistent manner to all Holders under each Debenture.

2.4 Default Interest

If an Event of Default shall have occurred and be continuing, interest shall accrue on the Principal at a rate per annum equal to an additional three percent per annum (3.0%) above the rate of interest otherwise applicable under this Debenture in order to compensate the Holder for the additional risk and not as a penalty; such interest shall be payable quarterly in arrears in cash in immediately available funds on each Quarter End following the Event of Default (and, if such day is not a Business Day, on the next Business Day immediately thereafter) as well as on the Maturity Date and on any Date of Conversion.

2.5 Maximum Interest

Notwithstanding anything herein or in the Security Documents to the contrary, in the event that any provision of this Debenture or a Security Document would oblige the Corporation or any other Loan Party to make any payment of interest or other amount payable to the Holder in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Holder of interest at a criminal or prohibited rate (as such terms are construed under the *Criminal Code* (Canada) or any other Applicable Law), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with the same effect as if adjusted at the original date of this Debenture to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Holder of interest at a criminal or prohibited rate, such adjustment to be effected to the extent necessary in each case, by reducing any fees or other amounts which would constitute interest for the purposes of section 347 of the *Criminal Code* (Canada) or any other Applicable Law and by reducing the amount or rate of Interest exigible under Section 2.3 of this Debenture.

2.6 Prepayment Right

Subject to Section 3.7, the Corporation may not prepay any of the Principal or Interest, in whole or in part, at any time prior to the Maturity Date.

2.7 Withholding Tax

The Corporation agrees that any and all payments made by the Corporation or any other Loan Party (each a “**Payor**”) under, pursuant to, or in relation to, this Debenture or the Security Documents shall be made free and clear of, and without deduction for, any and all Taxes imposed by any jurisdiction as a consequence or result of any action taken by Payor, including the making of any payment, unless the Payor is required to withhold or deduct Taxes by Applicable Laws or by the interpretation or administration thereof. If the Payor shall be required by Applicable Laws to deduct any Taxes from or in respect of any sum payable to the Holder, such Payor, subject to the exceptions stated below, shall pay as additional interest such additional amounts (“**Additional Amounts**”) as may be necessary such that the net amount received by the Holder in respect of such payment (including Additional Amounts) after such withholding or deduction shall not be less than the sum it would have received had no such withholding or deductions been made; provided, however, that the foregoing obligations to pay Additional Amounts shall not apply to Taxes imposed under FATCA. As soon as practicable after the payment of any Taxes withheld or deducted by the Corporation to a Governmental Authority, the Corporation shall deliver to the Holder the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Holder. The Corporation hereby agrees to indemnify and hold harmless the Holder for

the full amount of Taxes and for any incremental Taxes due to the Corporation's (or any other Loan Party's) failure to remit to the Holder the required receipts or other required documentary evidence or due to the Corporation's (or any other Loan Party's) failure to pay any Taxes when due to the appropriate taxing authority (including any Taxes imposed by any taxing authority on amounts payable under this paragraph in respect of any such withholding Taxes paid by the Holder on behalf of the Corporation and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally assessed).

2.8 Conditions Precedent to Closing

Entrance by the Holder into this Debenture shall be subject to the following conditions precedent being met to the satisfaction of the Holder prior to or on the Closing Date (unless waived in writing by the Holder to the extent any such waiver is permissible under Applicable Laws):

- (a) each member of the Orezone Group shall have delivered to the Holder, all in form and substance satisfactory to the Holder:
 - (i) where available under Applicable Law, a current certificate of status, compliance, good standing or any other similar certificate, as applicable, in respect of such Person's jurisdiction of incorporation, organization or formation and each jurisdiction in which such Person is carrying on business;
 - (ii) certified copies of such Person's constating documents, by-laws, resolutions authorizing this Debenture, the Security Documents to which it is a party and the transactions thereunder and any shareholder's agreement that binds such Person;
 - (iii) an officer's certificate as to the incumbency of the officers (or other applicable trustees, managers or directors) of the Person signing this Debenture and the Security Documents to which it is a party; and
 - (iv) opinion letters from:
 - (A) legal counsel in the British Virgin Islands attesting to, amongst other things, the execution by Orezone Inc. of and its capacity to enter into this Debenture and the Security Documents to which it is a party, the enforceability of the Security Documents governed by the laws of the British Virgin Islands and the creation of a security interest and the registration of the Agent's security interest thereunder (as applicable), and non contravention of laws and constating documents in respect of Orezone Inc. as a result of execution and performance of this Debenture and the Security Documents to which it is a party;
 - (B) legal counsel in Burkina Faso attesting to, amongst other things, the execution by Orezone Inc. SARL and the Operating Company of and their capacity to enter into this Debenture and the Security Documents to which they are each a party, the enforceability of the Security Documents governed by the laws of Burkina Faso and the creation of a security interest and the registration of the Agent's security interest thereunder (as applicable), and non contravention of laws and constating documents in respect of Orezone Inc. SARL and the Operating Company as a result of

execution and performance of this Debenture and the Security Documents to which they are each a party;

- (C) legal counsel in Canada attesting to, amongst other things, the execution by the Corporation of and its capacity to enter into this Debenture and the Security Documents to which it is a party, the enforceability of the Debentures and the Security Documents governed by the laws of Canada (or any province thereof) and the creation of a security interest and the registration of the Agent's security interest thereunder (as applicable), non contravention of laws and constating documents in respect of the Corporation as a result of execution and performance of this Debenture and the Security Documents to which it is a party, and the valid issuance of the Common Shares as fully paid and non-assessable shares upon conversion as contemplated in Article 3 in accordance with all Applicable Laws and all Applicable Securities Legislation,

together with such other opinion coverage from relevant counsel as customary delivered in each of the above jurisdictions as reasonably required by the Holder.

- (b) the Holder (and the Agent) shall have received a copy of each of the following documents executed by all of the parties thereto, each in form and substance satisfactory to the Holder (and the Agent):
 - (i) the Guarantees;
 - (ii) the Security Agreement;
 - (iii) the Pledge Agreements;
 - (iv) the Intercompany Loan Assignment Agreements;
 - (v) the Agency Agreement;
 - (vi) the Senior Facility Agreement;
 - (vii) the Stream Agreement; and
 - (viii) the Intercreditor Agreement;
- (c) the Security Interest shall have been perfected to the satisfaction of the Holder (and the Agent) and all of the registrations, filings and recordings of the security created pursuant to the Security Documents which are necessary or of advantage to the creation, perfection and preserving of such security shall have been effected to the satisfaction of the Agent and its counsel;
- (d) the investor rights agreement dated as of March 23, 2018 between the Holder and the Corporation shall have been updated and amended on terms satisfactory to the Holder;
- (e) the Holder shall have received a complete and up-to-date copy of the Project Plan, which shall be in form and substance satisfactory to the Holder;

- (f) the Holder shall have received a complete and up-to-date list of (i) all mining leases, titles, claims or other conventional property, proprietary or contractual interests or rights held by any Loan Party or the Operating Company in respect of the ore bodies and minerals located at the Project, and (ii) all surface rights, access rights and other necessary rights and interests held by the Operating Company or any Loan Party which confers upon such Person the right and ability to explore for minerals, ore and metals at the Project;
- (g) the Holder shall have received a complete and up-to-date list of all Mining Authorizations, together with evidence that such Mining Authorizations are in full force and effect and are the only Mining Authorizations required with respect to the construction, development and operation of the Project, other than Mining Authorizations not then required by Applicable Law and which can reasonably be expected to be obtained in the normal course of business;
- (h) the Holder shall have received copies of the current certificates of insurance of the Loan Parties and the Operating Company evidencing the insurance required to be maintained by the Loan Parties and the Operating Company pursuant hereto, including, without limitation, builder's risk insurance and business interruption insurance policies, and such certificates of insurance shall list the Agent on behalf of the Holders as second loss payee and additional insured, as applicable, and contain a standard mortgage clause satisfactory to the Holder, acting reasonably;
- (i) the Holder shall have completed and be satisfied with its financial, business, environmental, tax and other due diligence of the Orezone Group, their properties and assets and the Project;
- (j) the Holder shall have obtained internal investment committee approval to complete the transactions contemplated by this Debenture; and
- (k) the Holder shall have received payment of all fees and expenses incurred by the Holder (including any reasonable fees and expenses of Holder's Counsel), which, in each case, are payable by the Corporation on the Closing Date.

2.9 Conditions Precedent to Advance

The Holder's obligation to advance the Principal shall be subject to the satisfaction or waiver of the conditions precedent to Closing set forth in Section 2.8 and to the following additional conditions precedent being met to the satisfaction of the Holder (unless waived in writing by the Holder to the extent any such waiver is permissible under Applicable Laws):

- (a) no Event of Default shall have occurred and be continuing;
- (b) each of the representations and warranties set out in Section 5.1 will be true and correct in all material respects with the same effect as if such representations and warranties had been made on the date of such advance except for such representations and warranties that are qualified by materiality or Material Adverse Change which shall be true and correct;

- (c) since the Closing Date there shall have been no Material Adverse Change or if there has been a Material Adverse Change within the meaning of (ii) or (iii) of the definition, such Material Adverse Change shall have been remedied;
- (d) [*Commercially sensitive information redacted*];
- (e) the Corporation shall, concurrently with or prior to such advance, have invested the proceeds of new capital contributions in the Corporation in a minimum amount of US\$30,000,000 in the Operating Company to be applied in development of the Project in accordance with the Project Plan, either by way of purchase of common share equity interests or intercompany loan (which is subject to an Intercompany Loan Assignment Agreement) or as contemplated in Section 2.2 and shall have delivered evidence of completion of such investment to the Holder;
- (f) the Corporation shall have provided confirmation and supporting evidence to the Holder that the Loan Parties and the Operating Company have, by virtue of the proceeds of the Debentures, the Senior Facility Agreement, the Stream, their existing assets and capital and Unencumbered Cash, sufficient liquidity to complete development of the Project in accordance with the Project Plan;
- (g) where available under Applicable Law, each member of the Orezone Group shall have delivered to the Holder a current certificate of status, compliance, good standing or any other similar certificate, as applicable, in respect of such Person's jurisdiction of incorporation, organization or formation;
- (h) except in respect of the approval required from the Exchange for the payment of Interest in Common Shares, the Orezone Group shall have received all requisite regulatory and other approvals to the transactions contemplated in this Debenture, including approval of the Exchange (and, if required by the Exchange, approval by the Corporation's shareholders);
- (i) the Holder shall have received confirmation from Coris that all of the conditions precedent to the initial advance of the facilities under the Senior Facility Agreement (other than the execution and delivery of the Debentures) have been satisfied;
- (j) the Holder shall have received confirmation from Euro that all of the conditions precedent to the payment of the deposit under the Stream Agreement (other than the execution and delivery of the Debentures) have been satisfied;
- (k) the Holder shall have received a complete and up-to-date copy of the Project Plan (or written confirmation that there have been no changes, amendments or modifications to the Project Plan previously delivered to the Holder under Section 2.8(e));
- (l) the Holder shall have received a certificate from the Corporation, in form and substance satisfactory to the Holder, confirming (i) that there have been no changes to any of the items delivered to the Holder under Sections 2.8(f), 2.8(g) and 2.8(h) except for any renewals, amendments, modifications or extensions required by law, and (ii) to the extent there have been any changes to any such items, the Corporation shall schedule an up-to-

date copy of the original item as required under Sections 2.8(f), 2.8(g) and 2.8(h) to the certificate;

- (m) the Holder shall have completed and be satisfied with its up-to-date financial, business, environmental, tax and other due diligence of the Orezone Group, their properties and assets and the Project;
- (n) the Holder shall have received payment of all fees and expenses incurred by the Holder (including any reasonable fees and expenses of Holder's Counsel), which, in each case, are payable by the Corporation on the Funding Date; and
- (o) concurrent advance(s) by all other Holders of all principal under their respective Debentures to the Corporation.

ARTICLE 3 RIGHT OF CONVERSION

3.1 Conversion Privilege

Subject to and upon compliance with the provisions of this Section 3.1, the Holder may, at its option from the Funding Date until the Maturity Date, convert all or (if the entire outstanding Principal is more than US\$100,000) part of the outstanding Principal (in whole multiples of US\$1,000) into Common Shares at the Conversion Price. Any accrued but unpaid Interest owing on the Date of Conversion or in respect of that portion of the outstanding Principal being so converted shall be payable in accordance with Section 2.3 of this Debenture.

3.2 Exercise of Conversion Privilege

- (a) Notice. In order to exercise the optional conversion privilege contained herein the Holder shall surrender this Debenture to the Corporation at its office set out on the face page hereof, accompanied by the duly completed written notice substantially in the form of Exhibit A attached hereto signed by the Holder stating that it elects to convert this Debenture. Where there has been a partial conversion in accordance with the terms hereof, the Corporation shall as promptly as practicable deliver a replacement Debenture for the portion of the Principal not converted, if any.
- (b) Contract between the Holder and the Corporation. The surrender of this Debenture accompanied by notice given pursuant to Subsection 3.2(a) shall be deemed to constitute a contract between the Holder and the Corporation whereby (i) the Holder either subscribes for the number of Common Shares which it shall be entitled to receive on such conversion, and (ii) the Holder releases the Corporation from all liability under this Debenture with respect to the Principal being converted. With respect to any Common Shares which are issued upon conversion, as required from time to time under the Applicable Securities Legislation which governs the Corporation or any hold period imposed by a regulatory authority, the Holder agrees to be bound by any applicable hold period. If required by Applicable Securities Legislation, the certificates evidencing the Common Shares shall contain the following legend:

**“UNLESS PERMITTED UNDER APPLICABLE SECURITIES
LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT**

**TRADE THIS SECURITY BEFORE THE DATE THAT IS
4 MONTHS AND A DAY AFTER OCTOBER 15, 2021.”**

- (c) Date of Conversion. The date of receipt by the Corporation of this Debenture and the notice referred to in Subsection 3.2(a) is herein referred to as the “**Date of Conversion**” of this Debenture. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Date of Conversion and at such time the rights of the Holder under this Debenture as a holder thereof shall cease.

3.3 No Fractional Common Shares

Notwithstanding anything herein contained, the Corporation shall in no case be required to issue fractional Common Shares upon the conversion of this Debenture. If any fractional interest in a Common Share would, except for the provisions of this Section 3.3, be deliverable upon the conversion of all or any part of this Debenture, the number of Common Shares issuable to the Holder shall be rounded up or down to the nearest whole number of Common Shares.

3.4 Conversion Adjustment

The Conversion Price in effect at any time is subject to adjustment from time to time in the events and in the manner provided as follows:

- (a) Common Share Reorganization. If and whenever at any time after the date hereof the Corporation:
- (i) issues Common Shares or securities exchangeable for or convertible into Common Shares to the holders of the Common Shares as a stock dividend;
 - (ii) makes a distribution on its outstanding Common Shares payable in Common Shares or securities exchangeable for or convertible into Common Shares;
 - (iii) subdivides or re-divides its outstanding Common Shares into a greater number of shares; or
 - (iv) consolidates its outstanding Common Shares into a smaller number of shares,

(any of such events being called a “**Common Share Reorganization**”), then the Conversion Price will be adjusted effective immediately after the effective date or record date for the happening of a Common Share Reorganization, as the case may be, at which the holders of Common Shares are determined for the purpose of the Common Share Reorganization by multiplying the Conversion Price in effect immediately prior to such effective date or record date by a fraction, the numerator of which is the number of Common Shares outstanding on such effective date or record date before giving effect to such Common Share Reorganization and the denominator of which is the number of Common Shares outstanding immediately after giving effect to such Common Share Reorganization (including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of Common Shares that would have been outstanding had all such securities been exchanged for or converted into Common Shares on such effective date or record date).

- (b) Capital Reorganization. If and whenever at any time after the date hereof there is a reclassification of the Common Shares outstanding at any time or a change of the Common Shares into other shares or into other securities (other than a Common Share Reorganization), or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation or other Person (other than a consolidation, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or a transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or other Person (any of such events being called a “**Capital Reorganization**”), the Holder, upon exercising the conversion privilege pursuant to Section 3.2 after the effective date of such Capital Reorganization, will be entitled to receive in lieu of the number of Common Shares to which the Holder was theretofore entitled upon such conversion, the aggregate number of shares, other securities or other property which the Holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which the Holder was theretofore entitled upon conversion of this Debenture. If necessary, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Section 3.4 with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 3.4 will thereafter correspondingly be made applicable as nearly as may reasonably be practicable in relation to any shares, other securities or other property thereafter deliverable upon the exercise of the conversion privilege.

3.5 Rules Regarding Calculation of Adjustment of Conversion Price

- (a) Cumulative. The adjustments provided for in Section 3.4 are cumulative and will, in the case of adjustments to the Conversion Price, be computed to the nearest one-tenth of one cent and will be made successively whenever an event referred to therein occurs, subject to the following provisions of this Section 3.5.
- (b) Minimum 1% Change. No adjustment in the Conversion Price is required to be made unless such adjustment would result in a change of at least 1% in the prevailing Conversion Price; provided however that any adjustments which, except for the provisions of this Section 3.5, would otherwise have been required to be made, will be carried forward and taken into account in any subsequent adjustments.
- (c) Discretion of the Board. In case the Corporation after the date of this Debenture takes any action affecting the Common Shares, other than actions described in Section 3.4, which in the opinion of the board of directors of the Corporation would materially affect the rights of the Holder hereunder, the Conversion Price will be adjusted in such manner, if any, and at such time, by action of the directors of the Corporation, but subject in all cases to any necessary regulatory approval. Failure to take any action by the directors of the Corporation so as to provide for an adjustment on or prior to the effective date of any action by the Corporation affecting the Common Shares will be conclusive evidence that the board of directors of the Corporation has determined that it is equitable to make no adjustment in the circumstances.
- (d) Disputes. If at any time a dispute arises with respect to adjustments provided for in Section 3.4, such dispute will be conclusively determined by a firm of independent chartered accountants as may be selected by the Holder and approved by the Corporation

acting reasonably, and any such determination will be binding upon the Corporation and the Holder. The Corporation will provide such firm of independent chartered accountants with access to all necessary records of the Corporation.

- (e) Notice of Event Requiring Adjustment. The Corporation will from time to time, as soon as is reasonably practicable after the occurrence of any event which requires an adjustment or readjustment as provided in Section 3.4, give written notice to the Holder specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Conversion Price, and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.
- (f) Notice of Intention to Fix Record Date. The Corporation covenants to and in favour of the Holder that so long as any Principal hereunder remains outstanding, it will give written notice to the Holder of its intention to fix a record date for any event referred to in Section 3.4 (other than a subdivision or consolidation of Common Shares) which may give rise to an adjustment in the Conversion Price and, in each case, such notice must specify the particulars of such event, the record date and the effective date for such event; provided that the Corporation is only required to specify in such notice such particulars of such event as have been fixed and determined on the date on which such notice is given. Such notice must be given not less than five Business Days, in each case, prior to such applicable record date or effective date.

3.6 Reservation of Sufficient Shares

The Corporation shall at all times when any part of this Debenture remains outstanding reserve and keep available out of its authorized but unissued Common Shares, for the purpose of effecting the conversion of this Debenture, such number of Common Shares as shall from time to time be sufficient to effect the conversion hereof. As a condition precedent to the taking of any action which would require an adjustment to the Conversion Price, the Corporation shall take any corporate action which may be necessary in order that the Corporation shall have unissued and reserved in its authorized capital, and may validly and legally issue, the shares to which the Holder is entitled on the full exercise of its conversion rights in accordance with the provisions hereof. The Corporation covenants with the Holder that all Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable.

3.7 Forced Conversion

The Corporation may, in its sole discretion at any time from the Funding Date until the Maturity Date, upon delivery of a duly completed written notice substantially in the form of Exhibit B attached hereto addressed to each of the Holders and signed by the Corporation, provided that no Default or Event of Default shall have occurred and be continuing, convert up to 50% of the outstanding Principal into Common Shares at the Conversion Price, provided that:

- (a) the Corporation applies such conversion in a corresponding, concurrent and consistent manner to all Holders;
- (b) such conversion is applied across all Debentures and all Holders on a pro rata basis;
- (c) Commercial Production has been achieved;

- (d) for a period of at least twenty (20) consecutive trading days in the three (3) months prior to the Date of Conversion, the volume weighted average price of the Common Shares exceeds a 50% premium to the Conversion Price;
- (e) the volume weighted average price of the Common Shares for the five (5) consecutive trading days prior to the Date of Conversion shall not be below the Conversion Price; and
- (f) any costs incurred in connection with maintaining, preserving, protecting, modifying or otherwise upholding the Security Interests as a result of or because of such conversion shall be for the account of the Corporation.

Upon request of the Holder, the Corporation agrees to use commercially reasonable efforts to find one or more third party purchasers for the Common Shares on a forced conversion but for greater certainty, the inability to find one or more third party purchasers shall not in any way affect the ability of the Corporation to utilize the forced conversion provisions of this Section 3.7.

ARTICLE 4 SECURITY

4.1 Grant of Security

As general and continuing collateral security for the due payment of the Principal, Interest and all other monies payable hereunder and under the Security Documents or from time to time secured hereby, the Loan Parties shall execute and deliver the applicable Security Documents and all such other documents and instruments and security registrations as counsel to the Agent may reasonably request to grant and perfect the charge and security interests in and to the Security Documents as contemplated hereby.

4.2 Release of Security

Notwithstanding any other provision set forth in this Debenture or in the Security Documents, but in all cases subject to the Intercreditor Agreement and the Agency Agreement, upon repayment of the Principal and Interest and all other monies payable hereunder and under the Security Documents in full in accordance with the terms of this Debenture and the Security Documents to the satisfaction of the Holder, the Holder agrees to instruct the Agent to release any and all security interests held for its benefit under this Debenture and acknowledges that the security interests provided for in this Debenture will be terminated, provided that the Security Interest may thereafter continue to exist to support any obligations that remain outstanding under any other Debenture.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of the Corporation

The Corporation hereby represents and warrants to the Holder as follows:

- (a) Corporate Existence. Each Loan Party and the Operating Company is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation or is a partnership, limited liability company or trust validly existing under the laws of its jurisdiction of organization or formation; each Loan Party and the Operating Company is duly registered in all other jurisdictions where the nature of its property or character of its business requires registration, except for

jurisdictions where the failure to be so registered or qualified would not result in a Material Adverse Change.

- (b) Corporate Power and Capacity. Each Loan Party and the Operating Company has the corporate power and capacity to enter into this Debenture and the Security Documents to which it is a party and to perform its obligations thereunder.
- (c) Due Authorization. Each Loan Party and the Operating Company has taken all necessary corporate, partnership and other action (as applicable) of its directors, shareholders, partners, trustees and other Persons (as applicable) to authorize the execution, delivery and performance of this Debenture and the Security Documents to which it is a party and to observe and perform the provisions thereof in accordance with the terms therein contained.
- (d) Validity of Agreements. This Debenture and the Security Documents when executed and delivered will constitute valid and legally binding obligations of each member of the Orezone Group and the Operating Company which is a party thereto enforceable against each such party in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.
- (e) Share Capital. As of the date hereof, the authorized capital of the Corporation consists of an unlimited number of Common Shares of which 323,533,806 Common Shares are issued and outstanding.
- (f) No Defaults, Approvals. Subject to any shareholder approval requirement imposed by the Exchange, the execution, delivery, performance and observance of the terms of this Debenture and the Security Documents (i) do not require any consent or approval of or registration or filing with any Governmental Authority, except approval of the Exchange or as has otherwise been obtained, (ii) will not result in the violation of any laws, statutes or regulations applicable to or binding upon any of the Loan Parties or the Operating Company, and (iii) will not result in a breach of or constitute a default under any provisions in the articles, by-laws or resolutions of any Loan Party or the Operating Company, or any contracts, agreements or arrangements to which a Loan Party or the Operating Company is a party or by which it is bound.
- (g) Governmental Authorizations. Each of the Loan Parties and the Operating Company has conducted and is conducting its business in compliance in all material respects with Applicable Law and possesses all Governmental Authorizations issued by the appropriate Governmental Authority necessary to carry on the business concurrently carried on by it, is in compliance in all material respects with the terms and conditions of all such Governmental Authorizations, and no Loan Party nor the Operating Company has received any notice of the modification, revocation or cancellation of, any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such Governmental Authorization (save in respect of any such notice, intention or proceeding which a Loan Party or the Operating Company is disputing in good faith and pursuant to appreciate proceedings diligently conducted).

- (h) Mining Authorizations.
- (i) The Orezone Group holds all Mining Authorizations required with respect to the construction, development and operation of the Project, other than Mining Authorizations not then required by Applicable Law and which can reasonably be expected to be obtained in the normal course of business;
 - (ii) each Mining Authorization is in full force and effect and no Loan Party or the Operating Company nor any person receiving such Mining Authorizations on behalf of the Operating Company has defaulted in any respect thereunder;
 - (iii) and each of the Loan Parties and the Operating Company are in compliance with all Mining Authorizations;
 - (iv) all administrative and judicial periods to challenge any discretionary Mining Authorizations have expired and no Mining Authorizations have been appealed or are otherwise the subject of any judicial or administrative proceeding. No Mining Authorizations are subject to any unsatisfied condition;
 - (v) there is no dispute regarding any Mining Authorization which is not reasonably expected to be resolved in the ordinary course of business and in accordance with normal commercial practice; and
 - (vi) each Mining Authorization is in proper form, is not being appealed or contested, and is not subject to any unusual or non-customary unsatisfied condition that may result in modification or revocation.
- (i) No Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Orezone Group, threatened against or affecting the Loan Parties or the Operating Company, their property or any of their undertakings and assets, at law, in equity or before any arbitrator or before or by any Governmental Authority having jurisdiction in the premises in respect of which there is a reasonable possibility of a determination adverse to such Loan Party or the Operating Company and which, if determined adversely, would have or would reasonably be expected to have a material adverse effect on such Loan Party's and the Operating Company's ability to perform its obligations under this Debenture.
- (j) Event of Default. No event has occurred and is continuing which, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (k) Material Adverse Change. Since the date of the most recent annual consolidated financial statements of the Orezone Group that have been provided to the Holder, no event or circumstance has occurred and is continuing which has resulted in or would reasonably be expected to result in a Material Adverse Change.
- (l) Securities Law Compliance. Subject to the accuracy of the Holder's representations and warranties set out below, the issue and sale of the Debenture by the Corporation to the Holder is exempt from the prospectus requirements of the Applicable Securities Legislation of the Province of British Columbia, and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and, other than the approval of the Exchange (and, if required by the Exchange,

approval of the Corporation's shareholders), no approval, permit, consent or authorization is required to be obtained by the Corporation under such Applicable Securities Legislation in connection with such issuance and sale except for the filing by the Corporation, within the prescribed time period, of a report of such sale with the applicable securities commissions, together with the applicable fees, if required. The Corporation is not a reporting issuer under the U.S. Securities Exchange Act of 1934, as amended. The Corporation is a "foreign issuer" as defined in Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**").

- (m) Underlying Securities. The issue by the Corporation of the Common Shares which may be issuable on conversion of this Debenture or pursuant to Section 2.3(b), when issued in accordance with the terms of this Debenture, will be exempt from the prospectus requirements of Applicable Securities Legislation of the Province of British Columbia and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or other authorization is required to be obtained by the Corporation under such Applicable Securities Legislation or from any Person in connection with such issue.
- (n) First Trade. No other documents will be required to be filed, and no other proceeding, approval, consent or authorization is required to be made, taken or obtained pursuant to Applicable Securities Legislation of the Province of British Columbia in connection with the first trade by the Holder of the Debenture or of the Common Shares issuable on conversion of this Debenture or pursuant to Section 2.3(b), provided that:
 - (i) the Corporation is and has been a "reporting issuer" (within the meaning of the Applicable Securities Legislation) in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (ii) at the time of the trade, at least four months have elapsed from the date of issue of the Debenture;
 - (iii) the certificates representing the Debenture (and if applicable, the Common Shares), carry the legend required by, or otherwise comply with the requirements set out in, Section 2.5(2)3(i) or Section 2.5(2)3.1 of National Instrument 45-102;
 - (iv) the trade is not a "control distribution" as defined in National Instrument 45-102;
 - (v) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;
 - (vi) no extraordinary commission or other consideration is paid to a person or company in respect of such trade; and
 - (vii) if the selling security holder is an insider or officer of the Corporation, the selling security holder has no reasonable grounds to believe that the Corporation is in default of Applicable Securities Legislation.
- (o) Taxes. Each Loan Party and the Operating Company has filed or caused to be filed all tax returns required to have been filed and has paid or caused to be paid all material Taxes required to have been paid by it (including all instalments with respect to the current period) and has made adequate provision for Taxes for the current period, except

Taxes that are being contested in good faith by appropriate proceedings and for which it has set aside on its books adequate reserves.

- (p) Solvency. No Loan Party nor the Operating Company has committed any act of bankruptcy nor is any Loan Party or the Operating Company insolvent and no Loan Party nor the Operating Company has proposed a compromise or arrangement to its creditors generally, nor has any Loan Party or the Operating Company had a petition or receiving order in bankruptcy filed against it, made a voluntary assignment in bankruptcy, taken any proceedings with respect to a compromise or arrangement, taken any proceedings to have a receiver appointed for any of its property or had any execution or distress become enforceable or become levied upon any of its property.
- (q) Insurance. Each Loan Party and the Operating Company is insured with financially sound and reputable insurance companies that are not Affiliates or related parties, in such minimum amounts, with such maximum deductibles and covering such risks as are consistent with the insurance carried by companies engaged in similar businesses and owning similar properties in localities where such Loan Party or the Operating Company operates, including, without limitation, builder's risk insurance and business interruption insurance policies, all of which such insurance policies have been endorsed in favour of Coris, as first loss payee and the Agent for the benefit of the Holders, as second loss payee.
- (r) Sanctions and AML Laws and Regulations. No Loan Party nor the Operating Company is (i) in violation of any Sanctions Laws and Regulations, (ii) in violation of any Anti-Money Laundering Laws and Regulations, (iii) a Designated Person, (iv) subject to or in violation of any sanctions, prohibitions or requirements imposed by any Executive Order or by any sanctions program administered by OFAC, (v) acting as agent for any Person or government covered by any of the foregoing, or (vi) subject to any action or investigation in respect of any of the foregoing.
- (s) Anti-Corruption. To the best of the knowledge of the Orezone Group, none of the Loan Parties or the Operating Company nor any director, officer, agent, employee or other Person acting on behalf of the Loan Parties or the Operating Company has, in the course of its actions for, or on behalf of, the Loan Parties or the Operating Company (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), the *US Foreign Corrupt Practices Act* of 1977 or any other similar laws (including in connection with any compensation payment to either Mr. Kabre or Mr. Toe), or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official, employee or other Person.
- (t) Financial Information. All financial information, financial projections and forward-looking information prepared by any member of the Orezone Group or provided by any member of the Orezone Group to the Holder was prepared in good faith based upon what the Orezone Group believe to have been reasonable assumptions at the date of preparation, and, in all other cases, was true, complete and correct in all material respects as of the respective dates hereof.

- (u) Indebtedness and Liens. None of the Loan Parties nor the Operating Company have incurred any Indebtedness or granted any Liens other than Permitted Indebtedness and Permitted Liens, respectively.
- (v) Ownership of Project. The Operating Company is the legal and beneficial owner of the properties, business and assets comprising the Project and it has not entered into nor approved entry into any agreement in respect of the sale of any property material to the Project.
- (w) Operating Company Agreements. All of the agreements and other documents and instruments pursuant to which the Operating Company holds its property and assets thereof (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof. The Operating Company is not in default of any of the provisions of any such agreements, documents or instruments in any material respect, and there has been no material default under any lease, licence or claim pursuant to which the Operating Company derives the interests thereof in such property and assets.
- (x) Mineral Title. The Operating Company (and any other member of the Orezone Group who holds any such rights or interests) has title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which the Project or any other property is located, in respect of the ore bodies and minerals located at the Project under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Operating Company (or any other relevant member of the Orezone Group) to explore the minerals relating thereto, all such property, leases or claims and all property, leases or claims in which the Operating Company (or any other relevant member of the Orezone Group) has an interest or right have been validly located and recorded in accordance with Applicable Laws in all material respects and are valid and subsisting.
- (y) Mining Rights. The Operating Company (and any other member of the Orezone Group who holds any such rights or interests) has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting the Operating Company (or such other member of the Orezone Group) the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of the Operating Company (or such other member of the Orezone Group), with only such exceptions as do not materially interfere with the use made by the Operating Company (or such other member of the Orezone Group) of the rights or interests so held and each of the proprietary interests or rights.
- (z) Local Communities. The Operating Company is in compliance with the terms of the memorandum of understanding dated as of June 23, 2015 between the Operating Company and representatives of displaced artisanal miners at the Project.
- (aa) No Royalty or Right of First Refusal. Except for the Stream Agreement, the royalty obligations owing to certain Governmental Authorities existing on the Closing Date and the right of first refusal granted by the Corporation to Sandstorm Gold Ltd. existing on the Closing Date, there are no royalty obligations or similar obligations applicable to the Project; none of the properties of the Operating Company (or any interest in, or right to

earn an interest in, any property) are subject to any right of first refusal or purchase or acquisition right.

- (bb) Environmental Compliance. (i) The Operating Company is not in violation of any Environmental Laws, including laws relating to the release or threatened release of any Hazardous Materials or the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) the Operating Company has all material Governmental Authorizations required under any applicable Environmental Laws and is in material compliance with such Governmental Authorizations; (iii) there are no pending or, to the Corporation's knowledge, threatened administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Operating Company; and (iv) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Operating Company relating to any Environmental Laws.

5.2 Representations and Warranties of the Holder

The Holder hereby represents, warrants and covenants to the Corporation as follows:

- (a) Corporate Existence. It is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation.
- (b) Corporate Power and Capacity. It has the corporate power and capacity to enter into this Debenture and to perform its obligations hereunder.
- (c) Due Authorization. The execution and delivery of this Debenture and the performance of its obligations under this Debenture have been duly authorized by all necessary corporate action.
- (d) No Defaults, Approvals. The execution, delivery, performance and observance of the terms of this Debenture: (i) will not result in the violation of any laws, statutes or regulations applicable to or binding upon the Holder, (ii) will not result in a breach of or constitute a default under any provisions in the articles, by-laws or resolutions of the Holder, or any contracts, agreements or arrangements to which the Holder is a party or by which it is bound, and (iii) will not cause the Corporation or any of its officers or directors to become subject to or require any disclosure, prospectus or other reporting requirement.
- (e) Confirmations. It confirms that it:
- (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Corporation;
 - (ii) is capable of assessing the proposed investment in the Corporation as a result of its own experience;
 - (iii) is aware of the characteristics of this Debenture and the risks relating to an investment therein; and

- (iv) is able to bear the economic risks of, and understand a complete loss of, its investment.
- (f) No Representations. It confirms that neither the Corporation nor any of its representative directors, employees, officers or Affiliates, have made any representations (written or oral) to the Holder:
 - (i) regarding the future value of this Debenture or the Common Shares issuable on conversion under this Debenture;
 - (ii) that any person will resell or repurchase this Debenture or the Common Shares issuable on conversion under this Debenture; or
 - (iii) that any person will refund the purchase price of this Debenture, other than as provided herein.
- (g) Residency. It is resident in Canada.
- (h) Legend. It agrees that any certificates representing this Debenture or the Common Shares issuable upon conversion thereof will bear a legend indicating that the resale of such securities is restricted and agrees that it will not resell this Debenture or such Common Shares except in accordance with the provisions of Applicable Securities Legislation, regulations, rules, policies and orders.
- (i) No Disclosure Document. It has not received or been provided with, nor has it requested, nor does it have any need to receive, any other document describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist them in making an investment decision in respect of this Debenture or the Common Shares issuable upon the conversion thereof.
- (j) Further Filings. If required by Applicable Securities Legislation, it will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of this Debenture as may be required.
- (k) Status of Holder. In accordance with Section 2.10 of National Instrument 45-106 – *Prospectus Exemptions*, it (i) is purchasing this Debenture as principal, and (ii) has not been created or used solely to purchase or hold securities in reliance on Section 2.10 of National Instrument 45-106 – *Prospectus Exemptions*.
- (l) Securities Law Matters.
 - (i) The Holder is not a U.S. Person (as such term is defined in Regulation S under the U.S. Securities Act). The Debenture has not been offered to the Holder in the United States. This Debenture was delivered to, and executed and delivered by, the Holder's authorized signatory outside the United States.
 - (ii) The Holder understands and acknowledges that the Debenture and the Common Shares issuable upon conversion hereof have not been and will not be registered under the U.S. Securities Act or any state securities laws, and may not be offered, sold or otherwise transferred in the United States or to U.S. Persons (as such term

is defined in Regulation S under the U.S. Securities Act) except pursuant to available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws.

- (iii) The Holder is acquiring the Debenture, and upon conversion in exchange for the Common Shares, will acquire the Common Shares, as principal for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Debenture or the Common Shares.
- (iv) The Holder acknowledges that it has not purchased the Debenture, and will not acquire the Common Shares upon conversion hereof, as a result of any “general solicitation or general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including, but not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (v) did not receive the offer to acquire the Debenture or any Common Shares in the United States, and is not, nor is it acquiring the Debenture or any Common Shares for the account or benefit of, a U.S. person or a person in the United States (as such terms are used in Regulation S under the U.S. Securities Act).
- (vi) The Holder understands and acknowledges that the Corporation is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission (the “SEC”) or with any state securities commission any registration statement in respect of resales of the Common Shares in the United States.

5.3 Affirmative Covenants

The Corporation hereby declares, covenants and agrees as follows:

- (a) Corporate Existence. Subject to the express provisions hereof, each Loan Party and the Operating Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and rights and shall obtain and maintain all Governmental Authorizations required or necessary in connection with its business and/or the Project and to carry on and conduct its business in accordance with prudent mining industry standards.
- (b) Event of Default. The Corporation shall give the Holder prompt written notice of the occurrence of any Event of Default upon discovery thereof by the Corporation, or any event or circumstance that, with the giving of notice or lapse of time or both, would constitute an Event of Default.
- (c) Issuance of Shares. All Common Shares issued pursuant to this Debenture shall be duly and validly issued as fully paid and non-assessable Common Shares in the capital of the Corporation.
- (d) Punctual Payment and Performance. The Corporation shall duly and punctually pay all Interest and all fees and other amounts required to be paid by the Corporation hereunder

in the manner specified hereunder and each member of the Orezone Group shall maintain, perform and observe all of its respective obligations under this Debenture and under any other Security Document to which it is a party.

- (e) Books and Records. Each of the Loan Parties and the Operating Company will keep or cause to be kept proper books of account and make or cause to be made therein true and complete entries of all of its dealings and transactions in relation to its business in accordance with IFRS, and each of the members of the Orezone Group at all reasonable times will furnish or cause to be furnished to the Holder or its duly authorized agent or attorney such information relating to its operations as the Holder may reasonably request and such books of account shall be open for inspection by the Holder or such agent or attorney, upon reasonable prior notice and during regular business hours in the location of the requested information.
- (f) Inspection. Each of the Loan Parties and the Operating Company will provide the Holder and its representatives or such agent or attorney access to all properties, assets and books and records, upon reasonable prior notice and during regular business hours; additionally, the Operating Company shall, in addition to any separate rights of the Holder set out in this Debenture or otherwise, permit any representatives designated by the Holder, upon reasonable prior notice and at a reasonable time to visit and inspect the Project and to discuss its finances and condition with its directors, officers, management, advisors and consultants.
- (g) Compliance with Applicable Law. The Loan Parties and the Operating Company shall do or cause to be done all acts necessary or reasonably desirable (including, without limitation, making all regulatory filings required by any Governmental Authority) to comply with all Applicable Laws (including, without limitation, all Applicable Securities Legislation) except where such failure to comply would not reasonably be expected to result in a Material Adverse Change and, except to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Change, to preserve and keep in full force and effect all Governmental Authorizations and all other franchises, licences, rights, privileges and permits (including, without limitation, all necessary environmental permits) necessary to enable the Loan Parties and the Operating Company to operate and conduct their respective businesses in accordance with prudent industry practice and to advise the Holder of any proposed changes to or loss or sale of such franchises, licences, rights, privileges and permits which would reasonably be expected to result in a Material Adverse Change.
- (h) Mining Authorizations.
 - (i) The Loan Parties and the Operating Company shall do or cause to be done all acts necessary or reasonably desirable (including, without limitation, making all regulatory filings required by any Governmental Authority or any other person) to comply with all Mining Authorizations, to obtain, maintain, preserve and keep in full force and effect all Mining Authorizations and to ensure that the Loan Parties and the Operating Company hold all Mining Authorizations required for the construction, development and operation of the Project, other than Mining Authorizations not then required by Applicable Law and which can reasonably be expected to be obtained in the normal course of business.

- (ii) The Loan Parties and the Operating Company will promptly notify the Holder in writing upon becoming aware of any default or any suit, proceeding or governmental investigation pending or, to the Corporation's or Operating Company's knowledge, threatened, or any notification of any challenge to the validity of any Mining Authorization and shall forthwith, following receipt thereof, provide copies of any notices received by any Loan Party or the Operating Company regarding alleged defaults under any Mining Authorization.
- (i) Operating Company Agreements. The Loan Parties and the Operating Company shall ensure that all of the agreements and other documents and instruments pursuant to which the Operating Company holds its property and assets (including any interest in, or right to earn an interest in, any property) remain valid and subsisting agreements, documents and instruments, as the case may be, in full force and effect and enforceable in accordance with the terms thereof. The Operating Company shall not breach any of the provisions of any such agreements, documents or instruments in any material respect nor breach, in any material respect, any lease, licence or claim pursuant to which the Operating Company derives an interest in any such property and assets.
- (j) Mining Rights. The Operating Company (and any other member of the Orezone Group who holds any such rights or interests) shall maintain all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting the Operating Company (or such other member of the Orezone Group) the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of the Operating Company (or such other member of the Orezone Group), with only such exceptions as do not materially interfere with the use made by the Operating Company (or such other member of the Orezone Group) of the rights or interests so held and each of the proprietary interests and rights.
- (k) Mineral Title. The Operating Company (and any other member of the Orezone Group who holds any such rights or interests) shall hold all of its titles, mining leases, mining claims and other conventional property, proprietary and contractual interests and rights (including the Project, ore bodies and minerals located at the Project, and any other property) under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, in each case sufficient to permit the Operating Company (or such other member of the Orezone Group) to explore the minerals relating thereto. All such property, leases and claims and all property, leases and claims in which the Operating Company (or any other member of the Orezone Group) has an interest or right shall be validly located and recorded in accordance with Applicable Laws in all material respects and shall remain valid and subsisting.
- (l) Environmental Compliance. The Operating Company will comply, and conduct its business in such a manner so as to comply, in all material respects with all Environmental Laws (including without limitation laws relating to the release or threatened release of Hazardous Materials and the manufacture, processing distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials) and Governmental Authorizations. The Corporation shall promptly, and in any event no later than five Business Days after the Corporation obtains knowledge thereof, deliver written notice to the Holder of the occurrence of (i) any material environmental accident or spill affecting the Project, or (ii) any other condition, event or circumstance that results in non-

compliance by the Operating Company at the Project with any Environmental Laws or Governmental Authorizations in any material respect.

- (m) Project Assets. The Operating Company will maintain and keep the Project and all project assets in good condition in accordance with prudent mining industry standards (subject to normal wear and tear).
- (n) Insurance. The Loan Parties and the Operating Company will (i) maintain policies of insurance with carriers and in such amounts and covering such risks as are usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Orezone Group operates, including without limitation builder's risk insurance and business interruption insurance policies, (ii) on an annual basis, or on some other basis as agreed with the Holder from time to time, deliver to the Holder all certificates and reports prepared in connection with such insurance, and (iii) promptly notify the Holder of any changes to or termination of such insurance.
- (o) Continuous Disclosure. The Corporation shall timely file all documents that must be publicly filed or sent to its shareholders pursuant to Applicable Securities Legislation within the time prescribed by such Applicable Securities Legislation and make such documents available as required by such Applicable Securities Legislation within any prescribed time period. If the Corporation is not at any time subject to Applicable Securities Legislation, the Orezone Group shall provide to the Holder (i) within 120 days after the end of each Fiscal Year, copies of the annual reports and audited annual financial statements of the Orezone Group on a consolidated basis, and (ii) within 60 days after the end of each of the first three fiscal quarters of each Fiscal Year, the interim financial statements of the Orezone Group on a consolidated basis, which shall, at a minimum, contain such information required to be provided in quarterly reports by a "reporting issuer"; each of such reports will be prepared in accordance with the disclosure requirements of Applicable Securities Legislation.
- (p) Compliance and Update Certificate. The Corporation shall deliver to the Holder, within 120 days after the end of each Fiscal Year and within 60 days after the end of each of the first three fiscal quarters of each Fiscal Year, a Compliance and Update Certificate signed by any one of the president, vice president, chief financial officer, treasurer, or controller of the Corporation, or such other individuals (acceptable to the Holder, acting reasonably) as are expressly authorized in writing by the Corporation and confirming, on and as of the date of delivery:
 - (i) that the representations and warranties set out in each of paragraphs (a), (b), (c), (d), (f), (j), (k), (l) (excluding the last two sentences thereof), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v) and (aa) of Section 5.1 are true and accurate in all material respects (or, if applicable, specifying those that are not) on and as of the date of such Compliance and Update Certificate;
 - (ii) that the Loan Parties and the Operating Company are in compliance in all respects with the covenants in Sections 5.3 and 5.4, in particular providing (x) calculations of the financial covenant set out in Section 5.3(s) and (y) confirmation as to the Unencumbered Cash of the Orezone Group and the total liquidity available to the Orezone Group as at such time as contemplated in Section 5.3(r);

- (iii) the status of the construction and operation of the Project, with a comparison against the Project Plan and the projected milestones set out therein; and
- (iv) that no Default or Event of Default has occurred and is continuing.
- (q) Additional Information. The Loan Parties and the Operating Company shall, upon request of the Holder, acting reasonably, from time to time but not more than quarterly (unless an Event of Default has occurred and is continuing), deliver to the Holder all such additional information not previously provided to the Loan Parties regarding the Project and the financial condition of the Orezone Group as so requested but provided that the Holder acknowledges that such information may constitute a material fact or material change (as defined in Applicable Securities Legislation) that has not been generally disclosed and accordingly as a result of the receipt of such additional information the Holder may not be able to trade securities of the Corporation until such information has been generally disclosed.
- (r) Liquidity. The Loan Parties and the Operating Company shall maintain, at all times, sufficient liquidity (including Unencumbered Cash) required to complete development of the Project in accordance with the Project Plan.
- (s) Financial Covenant. The Orezone Group shall, commencing from the first Quarter End that ends on a date that is six months after the date of Commercial Production, ensure that the Debt Service Coverage Ratio shall not be less than or equal to 1.15:1.0, to be tested on a consolidated basis for the Orezone Group as at each Quarter End.
- (t) Intercompany Debt. The Orezone Group shall ensure that the total principal amount outstanding under all intercompany loans provided by other members of the Orezone Group to the Operating Company and which are subject to the Intercompany Loan Assignment Agreements at all times exceeds \$125,000,000, provided that any reduction in the Principal under the Debentures (by way of repayment, prepayment or conversion in accordance with the terms of the Debentures) shall reduce such required minimum amount on a dollar for dollar basis in respect of any such reduction.
- (u) Capital Contributions. By the earlier of (x) December 31, 2021 and (y) the date of any application or utilization of any proceeds of the Principal in funding the Project (either by the Operating Company after being downstreamed by the Corporation by way of intercompany loans to the Operating Company or by the Corporation directly paying Project expenses on behalf of the Operating Company), the Corporation shall have invested the proceeds of capital contributions in the Corporation in a minimum amount of US\$50,000,000 (including any investment required under Section 2.9(e)) in the Operating Company to be applied in development of the Project in accordance with the Project Plan, either by way of purchase of common share equity interests or intercompany loan (which is subject to an Intercompany Loan Assignment Agreement) or as contemplated in Section 2.2 and shall have delivered evidence of completion of such investment to the Holder.
- (v) Project Plan.
 - (i) The Orezone Group shall not materially amend or vary the Project Plan without the written consent of the Holder.

- (ii) The Orezone Group will use all reasonable commercial efforts to ensure that the Operating Company meets all of its budgetary, developmental and operational deadlines and milestones for the Project as detailed in the Project Plan.
- (iii) The Corporation shall deliver to the Holder, within 21 days after the end of each calendar month, updated copies of the Project Month End Report, the Monthly Detailed Cost Report and the Monthly Level 3 Schedule.
- (iv) The Orezone Group shall ensure that the total projected cost and construction budget to complete development of the Project (on an actual and forecasted basis) as set out in the updated Monthly Detailed Cost Report delivered to the Holder (pursuant to paragraph (iii) above) in each calendar month does not exceed the total finalized costs and construction budget as set forth in the Project Plan by more than 10%.
- (v) The Orezone Group shall ensure that the projected date of completion of the development and construction of the Project as set out in the updated Monthly Level 3 Schedule delivered to the Holder (pursuant to paragraph (iii) above) in each calendar month does not extend beyond the projected completion date set forth in the Project Plan by more than 60 days.
- (vi) The Orezone Group shall, at the request of the Holder, meet with the Holder on a monthly basis during the construction phase of the Project Plan and on a quarterly basis during the operations phase of the Project Plan, to discuss variations in budgetary, developmental and operational deadlines and milestones for the Project as detailed in the Project Plan, provided that the Holders will use reasonable efforts to coordinate all such meetings amongst themselves so that the Orezone Group is only required to host one such meeting on a monthly or quarterly basis, as the case may be.
- (w) Use of Proceeds. The Corporation shall only use the Principal solely for the purposes set forth in Section 2.2.
- (x) Notice. The Corporation will immediately notify the Holder in writing upon becoming aware of any default or any material suit, proceeding or governmental investigation pending or, to the Corporation's knowledge, threatened or any notification of any challenge to the validity of any Governmental Authorization, relating to any Loan Party or to the Operating Company which would reasonably be expected to result in a Material Adverse Change.
- (y) Taxes. The Loan Parties and the Operating Company will timely file all tax returns as and when required pursuant to Applicable Law and pay and discharge or cause to be paid and discharged, promptly when due, all taxes, assessments and governmental charges or levies imposed upon it as well as all claims of any kind (including claims for labour, materials, supplies and rent) which, if unpaid, might become a lien thereupon; provided however, that none of the Loan Parties nor the Operating Company shall be required to pay or cause to be paid any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted.

- (z) Project Authorizations. In respect of each Governmental Authorization or Mining Authorization which is required to be held by a Loan Party or the Operating Company, as the case may be, in connection with the Project, such Loan Party or the Operating Company shall:
- (i) apply for and obtain each such Governmental Authorization or Mining Authorization, as at such time as such Governmental Authorization or Mining Authorization shall be so required by Applicable Law to be held;
 - (ii) on or before the time and in the manner required by Applicable Law for each such Governmental Authorization or Mining Authorization, apply for and procure the renewal of that Governmental Authorization or Mining Authorization, and pay or cause to be paid the renewal fees and other sums required in respect of that Governmental Authorization or Mining Authorization or its renewal within the time allowed and in the manner prescribed by Applicable Law;
 - (iii) upon request, produce to the Holder each such Governmental Authorization or Mining Authorization and all receipts for payments in relation to each such Governmental Authorization or Mining Authorization; and
 - (iv) comply with all Applicable Law in relation to each such Governmental Authorization or Mining Authorization and otherwise do all things so required of a holder of such Governmental Authorization or Mining Authorization.
- (aa) Local Communities. The Loan Parties and the Operating Company shall promptly notify and inform the Holder of any material developments or discussions with local communities or representatives thereof or any artisanal miners or representatives thereof with respect to the Project, the Project site or any mining concessions directly adjacent thereto. Additionally, the Operating Company shall remain in compliance with the memorandum of understanding dated as of June 23, 2015 (or any successor agreement, accord, memorandum or concord) between the Operating Company and representatives of displaced artisanal miners at the Project for so long as such arrangement remains in place and applicable.
- (bb) Subsidiaries. The Corporation shall (i) as soon as reasonably practicable, give written notice to the Holder of the acquisition, creation or existence of each Subsidiary created or acquired after the date hereof, and such other information with respect to such Subsidiary as the Holder may reasonably require, and (ii) cause each new Subsidiary to promptly deliver a joinder to this Debenture in form and substance satisfactory to the Holder, a Guarantee, Pledge Agreement, Intercompany Loan Assignment Agreement and any additional Security Documents, as applicable, that may be requested by the Holders and the Agent, acting reasonably, together with a certified copy of its constating documents and a legal opinion in form and substance satisfactory to the Holders and Agent, acting reasonably.
- (cc) Maintenance of Security. Each of the Loan Parties will take all steps necessary to ensure that all such Security Interests which it holds are attached, enforceable and continuously perfected under the Applicable Law (including the *Personal Property Security Act* (British Columbia) or such similar legislation pursuant to which such Security Interest is granted) until the obligations they secure are satisfied or they are released for value where

a failure to take the necessary steps would reasonably be expected to result in a Material Adverse Change.

- (dd) Further Assurances. The Loan Parties and the Operating Company shall use reasonable efforts to provide the Holder with such other documents, opinions, consents, acknowledgements and agreements as are reasonably necessary to implement or effect the terms of this Debenture and the Security Documents from time to time.
- (ee) [Intentionally Omitted]
- (ff) Removal of Legends. The Corporation agrees to take such action and execute such documents as may be reasonably requested by the Holder or the Corporation's transfer agent to promptly remove any legends restricting transferability of the Common Shares placed on certificates evidencing the Common Shares, subject to and in compliance with applicable securities laws. If a legal opinion is required by the Corporation's transfer agent for legend removal, the Holder may request that the Corporation provide such opinion or the Holder may elect to obtain the opinion from counsel of its choosing, reasonably acceptable to the Corporation, and, in either event, the Corporation shall pay the reasonable cost of issuing such opinion on the Holder's behalf. The Holder shall provide such supporting documentation for such legal opinion as may be reasonably requested by the counsel preparing such opinion.

5.4 Negative Covenants

So long as any Principal under this Debenture is outstanding, except with the prior written consent of the Holder, not to be unreasonably withheld or conditioned:

- (a) Indebtedness. No Loan Party nor the Operating Company shall incur additional Indebtedness other than the Permitted Indebtedness.
- (b) No Liens. No Loan Party nor the Operating Company shall create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by any member of the Orezone Group except Permitted Liens.
- (c) Repayments of Indebtedness. No Loan Party nor the Operating Company shall make any prepayment on, purchase, redeem, or otherwise acquire or retire for value, prior to any scheduled final maturity, any Indebtedness other than any Permitted Indebtedness in accordance with the terms of the Intercreditor Agreement or the Intercompany Loan Assignment Agreements, as the case may be.
- (d) No Merger, Amalgamation, Change of Name, Change of Business etc. No member of the Orezone Group shall (i) enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale or otherwise (excluding, for certainty, stock splits and consolidations in the capital stock of the Corporation), or (ii) change its name or any of its constituting documents in a manner that materially adversely affects the position of the Holder, or (iii) engage in the conduct of any business other than the business it currently engages in on the Closing Date or in businesses reasonably related thereto.

- (e) Disposal of Assets. No member of the Orezone Group shall convey, sell, lease, assign, transfer or otherwise dispose of any material assets other than, in the case of the Operating Company, in its ordinary course of business or in respect of obsolete personal property or under the Stream Agreement.
- (f) Senior Facility Agreement and Stream Agreement. Subject to the terms of the Intercreditor Agreement, the Operating Company shall not effect or enter into any arrangement to make any material change to the Senior Facility Agreement, the Stream Agreement or any agreements related thereto, including, for the avoidance of doubt, any of the following amendments, variations or supplements thereunder:
 - (i) an increase in the principal amount of debt owing under the Senior Facility Agreement (other than pursuant to the periodic capitalization of interest in accordance with the terms of the Senior Facility Agreement as at the date of this Debenture) or an increase in the amount of the deposit paid by Euro under the Stream Agreement;
 - (ii) a change in the maturity or mandatory repayment terms of the Senior Facility Agreement or a change in the percentage or amount of production paid to Euro under the Stream Agreement;
 - (iii) without impacting the right of the Corporation to make voluntary prepayments of debt under the Senior Facility Agreement in accordance with its terms and with the terms of the Intercreditor Agreement, a change in the amortization terms or amortization schedule under the Senior Facility Agreement or a variation to the timing of scheduled payments of principal, interest or fees or a change in the timing or sequence of production paid to Euro under the Stream Agreement;
 - (iv) an increase to the interest rate or fees provided for under the Senior Facility Agreement (other than pursuant to an increase to the interest rate contemplated by the Senior Facility Agreement as at the date of this Debenture) or an increase in any fees provided for under the Stream Agreement; and
 - (v) any change to the extent, nature or type of security granted in favour of Coris in support of obligations under the Senior Facility Agreement or in favour of Euro in support of obligations under the Stream Agreement.
- (g) No Royalty or Right of First Refusal. No member of the Orezone Group shall grant (i) any royalty obligations or similar obligations applicable to the Project; or (ii) any interest in, or right to earn an interest in, any property, including any right of first refusal or purchase or acquisition right in respect of the Project or the Project site.
- (h) Governmental Authorizations and Mining Authorizations. No member of the Orezone Group shall do, allow or suffer any act, matter or thing as a result of which any Governmental Authorization or Mining Authorization in respect of or relating, in any way, to the Project, is or may be surrendered, forfeited, withdrawn, cancelled, refused or rendered void, or whereby it is disqualified permanently or temporarily from receiving or continuing to hold a Governmental Authorization or Mining Authorization or whereby the Project may be disqualified permanently or temporarily from having a Governmental Authorization or Mining Authorization (except where required by Applicable Law or in the ordinary course of business).

- (i) Corporate Existence. No member of the Orezone Group shall enter into or become party or subject to any dissolution, winding-up, reorganization or similar transaction or proceeding.
- (j) Sanctions and AML Laws and Regulations. (i) No member of the Orezone Group shall, directly or indirectly, use the proceeds of the Principal, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person or entity (A) to fund any activities or business of or with any Designated Person, or in any country or territory, that at the time of such funding is the subject of any sanctions under any Sanctions Laws and Regulations, (B) in any other manner that would result in a violation of any Sanctions Laws and Regulations, or (C) in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), the *US Foreign Corrupt Practices Act* of 1977 or any other similar laws or to make any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official, employee or other Person (including in connection with any compensation payment to either Mr. Kabre or Mr. Toe); and (ii) each member of the Orezone Group shall ensure that none of the funds or assets used to pay any amount due pursuant to this Debenture constitute funds derived from any unlawful activity, including without limitation (A) activities in violation of Anti-Money Laundering Laws and Regulations or (B) transactions with or relating to Designated Persons or countries which are the subject of sanctions under any Sanctions Laws and Regulations.
- (k) Related Party Transactions. Except in respect of transactions between or among the Loan Parties, no member of the Orezone Group shall enter into any contract, agreement or transaction whatsoever, including for the sale, purchase, lease or other dealing in any property or the provision of any services with any Affiliate or related party (including the Holder) except upon fair and reasonable terms, which terms are not less favourable to such member of the Orezone Group than it would obtain in an arm's length transaction.

5.5 Waiver

The Holder may waive in writing any breach by any member of the Orezone Group of any of the provisions contained in this Debenture or any default by any member of the Orezone Group in the observance or performance of any covenant or condition required to be observed or performed by such Person hereunder, provided that no such waiver or any other act, failure to act or omission by the Holder shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of the Holder resulting therefrom.

5.6 Change in Control

Upon the occurrence of a Change of Control (as defined below), the Holder shall have five Business Days to elect, by way of written notice to the Corporation, that the Corporation prepay the outstanding Principal and Interest in cash only, together with any other amounts payable hereunder, which aggregate amount will be payable in full by the Corporation in cash within three (3) Business Days of receipt of such written notice from the Holder.

A “**Change of Control**” shall be deemed to have occurred if:

- (a) there is a report filed with any securities commission or securities regulatory authority disclosing that any offeror, other than a member of the Orezone Group, has acquired beneficial ownership of, or the power to exercise control or direction over, or securities

convertible into, any voting shares of the Corporation that together with the offeror's other securities in relation to the voting shares of the Corporation would constitute voting shares of the Corporation more than 50% of the total voting power attached to all voting shares of the Corporation then outstanding;

- (b) there is consummated any amalgamation or statutory arrangement (involving a business combination) of the Corporation in which the Corporation is not the continuing or surviving corporation or pursuant to which any voting shares of the Corporation would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation or statutory arrangement or merger of the Corporation in which the holders of its voting shares immediately prior to the amalgamation or statutory arrangement have, directly or indirectly, more than 50% of the voting shares of the continuing or surviving corporation immediately after such transaction;
- (c) any Person or group of Persons shall succeed in having a sufficient number of its nominees elected as directors of the board of directors of the Corporation such that such nominees, when added to any existing directors after such election who was a nominee of or is an Affiliate or related Person of such Person or group of Persons, will constitute a majority of the directors of the board of directors of the Corporation; or
- (d) there occurs any other change of Control of any Loan Party or the Operating Company as it exists as of the date of this Debenture.

ARTICLE 6 EVENTS OF DEFAULT

6.1 Events of Default

The whole of the Principal and Interest remaining unpaid and all other amounts outstanding hereunder shall, at the option of the Holder, become immediately due and payable in each of the following events (each such event being herein called an “**Event of Default**”):

- (a) if the Corporation defaults in payment of any Principal or Interest owing under this Debenture when the same becomes due;
- (b) if any Guarantor defaults in any payment obligations in accordance with the terms of the applicable Guarantee;
- (c) if any Loan Party or the Operating Company defaults in observing or performing any covenant or condition set out in Section 5.3(p) or 5.4;
- (d) if any Loan Party or the Operating Company defaults in performing the covenant set out in Section 5.3(s) (*Financial Covenant*), and such default shall continue unwaived for 60 days after the occurrence of such breach;
- (e) if any Loan Party or the Operating Company defaults in observing or performing any covenant or condition set out in Section 5.3(v) (*Project Plan*), and such default shall continue unwaived for 30 days after written notice thereof is given to the Corporation by the Holder;

- (f) if the Corporation (or another member of the Orezone Group) defaults in the performance or observance of any term, covenant or condition herein contained or contained in this Debenture or in any of the applicable Security Documents, other than a term, covenant or condition whose default is specifically dealt with elsewhere in this Section 6.1, and such default shall continue for 15 Business Days after the occurrence of such breach;
- (g) if any representation or warranty or certification made or deemed to be made by any member of the Orezone Group to the Holder shall prove to have been incorrect in any material respect when made or deemed to be made, and if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that, thereafter the representation or warranty would be correct), the representation or warranty remains uncorrected for 15 Business Days after written notice thereof is given to the Corporation by the Holder;
- (h) if an order is made or an effective resolution passed for the winding-up, liquidation or dissolution of any member of the Orezone Group;
- (i) if any member of the Orezone Group consents to or makes a general assignment for the benefit of creditors or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency or analogous laws;
- (j) if any member of the Orezone Group becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against or affecting any member of the Orezone Group:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding-up, restructuring, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation or organization); or
 - (iii) seeking appointment of a receiver, receiver and manager, liquidator, trustee, agent, custodian or other similar official for it or for any part of its properties and assets,and such proceedings is not dismissed or stayed within 30 days;
- (k) if any Indebtedness of the Orezone Group in excess of US\$250,000 (or its equivalent), other than under the Senior Facility Agreement or the Stream Agreement, shall become due, or be declared pursuant to the terms thereof to be due prior to the expressed maturity thereof, and shall not be paid, after the expiry of any applicable cure period;
- (l) if one or more fines, penalties or final judgments, orders or decrees for the payment of any sum in excess of US\$250,000 (or its equivalent) which is not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier is rendered against a member of the Orezone Group by any Governmental Authority, and the same is not, within 30 Business Days after the entry, assessment or issuance thereof,

discharged, satisfied, or paid, or after execution thereof, stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay;

- (m) this Debenture or any of the Security Documents is formally claimed by any member of the Orezone Group (whether by way of the passage of corporate resolutions, the institution of any proceedings or any other formal process) to cease in whole or in any part to be a legal, valid, binding and enforceable obligation of such Person;
- (n) this Debenture or any of the Security Documents shall, for any reason other than paragraph (m) above, cease in whole or in any part to be a legal, valid, binding and enforceable obligation of any member of the Orezone Group;
- (o) the occurrence or existence of any event or circumstance which has resulted in a Material Adverse Change except if there has been a Material Adverse Change within the meaning of (ii) or (iii) of the definition, such Material Adverse Change shall not have been remedied within 15 Business Days after the occurrence of the event or circumstance;
- (p) any destruction, suspension or abandonment of the Project or any part thereof which destruction, suspension or abandonment causes any material reduction in the valuation thereof or material delay of its development or the achievement of Commercial Production at the Project;
- (q) any expropriatory act or series of expropriatory acts in respect of the Project comprising confiscation, nationalization, requisition, deprivation, sequestration, blockades and/or similar acts, by law, order, executive or administrative action or otherwise of any Governmental Authority or any other Person or any other event that triggers a casualty event or right to make a claim by the Holder under [*Commercially sensitive information redacted*];
- (r) any Governmental Authorization (other than any Mining Authorization) held by or on behalf of any member of the Orezone Group, as the case may be, with respect to the Project is surrendered, forfeited, withdrawn, cancelled, refused or rendered void, the loss of which constitutes a Material Adverse Change, or is amended, supplemented, varied or otherwise modified in any respect if such amendment, supplement, variation or modification constitutes, a Material Adverse Change and which event is not cured by the Orezone Group within 5 Business Days of its occurrence;
- (s) any Mining Authorization held by or on behalf of any member of the Orezone Group, as the case may be, with respect to the Project is surrendered, forfeited, withdrawn, cancelled, refused or rendered void, or is amended, supplemented, varied or otherwise modified in any respect which event results in a Material Adverse Change and which event is not cured by the Orezone Group within 5 Business Days of its occurrence;
- (t) any member of the Orezone Group, as the case may be, is disqualified permanently or temporarily from receiving or continuing to hold a Governmental Authorization (other than a Mining Authorization), if such disqualification constitutes a Material Adverse Change, and which event is not cured by the Orezone Group within 5 Business Days of its occurrence;
- (u) any member of the Orezone Group, as the case may be, is disqualified permanently or temporarily from receiving or continuing to hold a Mining Authorization or whereby the Project may be disqualified permanently or temporarily from having a Mining

Authorization if such disqualification constitutes a Material Adverse Change and which event is not cured by the Orezone Group within 5 Business Days of its occurrence; or

- (v) any Event of Default arises under (and as defined in) the Senior Facility Agreement or the Stream Agreement but provided that where such Event of Default is curable under the Senior Facility Agreement or the Stream Agreement such Event of Default thereunder shall not constitute an Event of Default hereunder until the cure period thereunder has expired without remedy.

6.2 Rights on Default

Upon the occurrence of any one or more Events of Default which is continuing, the outstanding Principal and Interest and all other amounts owing hereunder shall, at the option of the Holder, subject to the Agency Agreement, immediately become due and payable (except in the case of an Event of Default referred to in Sections 6.1(h), 6.1(i) and 6.1(j) in which case the outstanding Principal and Interest and all other amounts owing hereunder shall be automatically accelerated and immediately due and payable) without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Corporation.

6.3 Remedies Cumulative

All powers and remedies given herein to the Holder shall, to the extent permitted by law, be deemed cumulative and not exclusive of, but in addition to, any other powers and remedies available to the Holder hereunder, by law, equity, statute, judicial proceedings or otherwise, to enforce the performance and observance of the covenants and agreements contained in this Debenture. No delay or omission by the Holder to exercise any right or power accruing hereunder shall impair any such right or power, or shall be construed to be a waiver of any such right or power or an acquiescence therein. Every power and remedy given herein or by law to the Holder may be exercised from time to time, and as often as shall be deemed expedient by the Holder, subject to the Intercreditor Agreement and to the Agency Agreement.

6.4 Conflict with Applicable Law

All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any mandatory provision of Applicable Law and all provisions of this Debenture are intended to be subject to all mandatory provisions of Applicable Law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Debenture invalid, unenforceable or not entitled to be recorded, registered or filed under the mandatory provisions of any Applicable Law. Any provision hereof contrary to mandatory provisions of Applicable Law shall be deemed to be ineffective and shall be severable from and not invalidate any other provision of this Debenture.

6.5 Perform Obligations

If any one or more of the Orezone Group has failed to perform any of its covenants or agreements in this Debenture and the Security Documents (taking into account any applicable cure period), the Agent and the Holders, may, but shall be under no obligation to perform any such covenants or agreements in any manner deemed fit by the Agent and the Holders without thereby waiving any rights to enforce this Debenture and the Security Documents. The reasonable expenses (including any legal costs) paid by the Agent and the Holders in respect of the foregoing shall be added to and become part of the indebtedness payable under this Debenture and shall be secured by the Security Documents.

ARTICLE 7 GENERAL

7.1 Expenses

All of the reasonable costs and expenses of the Agent and the Holder (including all legal, technical and accounting fees and expenses and out-of-pocket expenses) incurred in connection with the Debenture and the Security Documents are for the account of the Corporation, including all expenses of the Agent and the Holder incurred in connection with (i) enforcing or preserving its rights under this Debenture, the Security Documents and related documents, (ii) the administration, periodic review, modification or amendment of this Debenture, the Security Documents and related documents, (iii) obtaining advice as to their rights and responsibilities in connection with this Debenture, the Security Documents and related documents, and (iv) any other matters relating to this Debenture, the Security Documents and related documents. Additionally, the members of the Orezone Group agree to reimburse the Agent and the Holder for all fees, out-of-pocket expenses and any on-going premium payments required in connection with [*Commercially sensitive information redacted*] obtained by the Holder in connection with this Debenture. Such costs and expenses shall be payable whether or not any advance is made hereunder.

7.2 General Indemnity

- (a) The Corporation shall, whether or not the transactions contemplated in this Debenture are completed, indemnify and hold the Agent and the Holder and their officers, directors, employees and agents (each a “**Holder Indemnified Person**”) harmless from, and shall pay to such Holder Indemnified Person on demand any amounts required to compensate the Holder Indemnified Person for, any claim or loss suffered by, imposed on, or asserted against, the Holder Indemnified Person as a result of (i) a breach of any covenant of the Corporation in this Debenture, (ii) an Event of Default, (iii) any proceedings brought against the Holder Indemnified Person due to its entering into of any of this Debenture and the Security Documents and performing its obligations under this Debenture and the Security Documents, and (iv) the presence at, on or under or the discharge or likely discharge of contaminants from any of the properties now or previously used by any member of the Orezone Group, or the breach by or non-compliance with any environmental law by any member of the Orezone Group, except to the extent that any of the foregoing are caused by the gross negligence or wilful misconduct of the Holder Indemnified Person.
- (b) The provisions of Section 7.1 and this Section 7.2 shall survive the termination of this Debenture and the repayment or satisfaction of all obligations hereunder. The Corporation acknowledges that neither its obligation to indemnify nor any actual indemnification by it of the Holder or any other Holder Indemnified Person in respect of such Person’s losses for the legal fees and expenses shall in any way affect the confidentiality or privilege relating to any information communicated by such Person to its counsel.

7.3 Notice

Any notice, communication, payment or demand required or permitted to be given under this Debenture shall be deemed to have been sufficiently given to the recipient if delivered personally, or (other than in the case of payment) if sent by email or by courier addressed as follows:

- (a) to the Orezone Group at:
c/o Orezone Gold Corporation
#910 - 1111 Melville Street
Vancouver, B.C.
V6E 3V6
Attention: Patrick Downey
Email: *[personal email redacted]*

- (b) to the Holder at:
c/o Beedie Investments Ltd.
1570 - 1111 West Georgia Street
Vancouver BC V6E 4M
Attention:
Email: *[personal email redacted]*

Any such mailing shall be deemed to be received on the date of delivery if delivered personally, on the next Business Day following the transmission by facsimile or email confirmed by the sender thereof, the date following sending by courier or on the third Business Day following the date of mailing. Either party hereto may change its address for the purpose of this Section by giving written notice of such change to the other.

7.4 Extensions and Amendments

Any agreement for the extension of the time of payment of the moneys hereby secured or any part thereof made at, before or after maturity, and prior to the execution of a discharge or release of this Debenture, or any agreement for altering the term, Interest, the amount of the Interest payments hereunder or any other covenant or condition hereof, need not be registered in any office of public record but shall be effectual and binding upon the Corporation and its successors and permitted assigns when executed by the Corporation and the Holder and delivered to the Holder. Any such amendments or extensions shall be subject to prior regulatory approval.

7.5 Press Releases

The Corporation shall, subject to Applicable Law, including timing requirements for disclosure thereunder (a) provide the Holder with a draft version of any press release or any other public disclosure document at least two Business Days prior to the issuance of same where such press release or document refers to the transactions contemplated by this Debenture, and (b) agree with the Holder on the form and content of any such press release or release of any other public disclosure document prior to issuance.

7.6 Currency Indemnity

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Debenture or any Security Document, it becomes necessary to convert into a particular currency (the “**Judgment Currency**”) any amount due under this Debenture or under any Security in any currency other than the Judgment Currency (the “**Currency Due**”), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose “rate of exchange” means the rate at which the Holder is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice. In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the

judgment is given and the date of receipt by the Holder of the amount due, the Corporation shall, on the date of receipt by the Holder, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Holder on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Holder is the amount then due under this Debenture or such Security Document in the Currency Due. If the amount of the Currency Due which the Holder is so able to purchase is less than the amount of the Currency Due originally due to it, the Corporation shall indemnify and save the Holder harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Debenture and the Security Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Holder from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Debenture or any Security Document or under any judgment or order.

7.7 Assignment; Successors and Assigns

The Holder may sell, assign, transfer or grant participations in all or any portion of the Holder's interests, rights and obligations hereunder and under the Security Documents at any time to any Person, upon notice to, but without the consent of, the Corporation. The Corporation may not assign this Debenture without the prior written consent of the Holder (which consent shall not be unreasonably withheld or delayed), provided always that the Corporation acknowledges and agrees that the Holder shall not be acting unreasonably if it refuses to consent if, in the reasonable opinion of the Holder, any proposed transferee does not have the requisite financial strength to assume the due and punctual performance of the payment obligations and each and every covenant and condition of this Debenture to be performed and observed by the Corporation. This Debenture is binding upon the parties hereto and their respective successors and permitted assigns.

7.8 Interest on Arrears

Any amount outstanding hereunder shall, if not paid when due, bear interest at the rate per annum equivalent to the highest rate applicable to the outstanding Principal, and all such interest shall be compounded monthly until paid.

7.9 Permitted Liens

The designation of a Lien as a Permitted Lien is not, and shall not be deemed to be, an acknowledgement by the Agent or the Holder that such Lien shall have priority over the Security Documents.

7.10 Discharge of Debenture

After the Principal and Interest has been repaid in full or satisfied in full by conversion pursuant to Article 3 hereof and all other amounts outstanding hereunder and under the Security Documents have been paid in full, the Holder shall cancel and discharge this Debenture with respect to any Principal or Interest that is payable by the Corporation or any other Loan Party to the Holder and execute and deliver, or cause to be executed and delivered to the Corporation such instruments as shall be necessary to discharge this Debenture.

7.11 Further Assurances

Each party will from time to time and at its own expense promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions

and intent of this Debenture and to complete the transactions contemplated hereby and to fulfill any reporting or filing requirements.

7.12 Entire Agreement

This Debenture constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any prior agreements, undertakings, declarations, commitments or representations, written or oral, in respect thereof.

7.13 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Loan Parties and the Operating Company hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of British Columbia and all courts competent to hear appeals therefrom.

7.14 Time of Essence

Time shall be of the essence of this Debenture in all respects.

7.15 Counterparts and Electronic Copies

This Debenture may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section 7.15, the delivery of an electronic copy of an executed counterpart of this Debenture shall be deemed to be valid execution and delivery of this Debenture.

[signatures on the next following page]

IN WITNESS WHEREOF the Corporation has executed this Debenture as of the date first written above.

OREZONE GOLD CORPORATION

Per: [Signature redacted]
Name: Ryan Goodman
Title: VP Legal

The terms and conditions of this Debenture are acknowledged and agreed to by the Holder.

BEDDIE INVESTMENTS LTD.

Per: [Signature redacted]
Name:
Title:

The terms and conditions of this Debenture are also acknowledged and agreed to by each other member of the Orezone Group.

OREZONE INC.

Per: [Signature redacted]
Name: Ousseni Derra
Title: Director

OREZONE INC. SARL

Per: [Signature redacted]
Name: Ousseni Derra
Title: Managing Director

OREZONE BOMBORÉ S.A.

Per: [Signature redacted]
Name: Ousseni Derra
Title: Director

EXHIBIT A

NOTICE OF CONVERSION¹

TO: OREZONE GOLD CORPORATION.

The undersigned, the registered Holder of the Secured Convertible Debenture issued by Orezone Gold Corporation, on October 15, 2021 (the “**Debenture**”) hereby irrevocably elects to convert US\$[●] of the Principal outstanding under the Debenture into Common Shares at the Conversion Price.

DATED this ____ day of _____, 20__.

BEEDIE INVESTMENTS LTD.

Per: _____
Name:
Title:

¹ The Notice should include deliver and registration instructions, as well as US compliance language for issuing shares.

EXHIBIT B

NOTICE OF FORCED CONVERSION

TO: BEEDIE INVESTMENTS LTD.

The undersigned, the issuer of the Secured Convertible Debenture dated as of October 15, 2021 (the “**Debenture**”) issued to the addressee, as the Holder, hereby irrevocably elects to exercise its forced conversion rights pursuant to Section 3.7 of the Debentures and convert US\$[●] of the Principal outstanding under the Debenture into Common Shares at the Conversion Price.

DATED this ____ day of _____, 20__.

OREZONE GOLD CORPORATION

Per: _____
Name:
Title:

EXHIBIT C

COMPLIANCE AND UPDATE CERTIFICATE

To: BEEDIE INVESTMENTS LTD.

This Compliance and Update Certificate (“**Certificate**”), for the period ended _____, 202_, is furnished pursuant to that certain secured convertible debenture dated as of October 15, 2021 (as amended, modified, renewed or extended from time to time, the “**Debenture**”) among, *inter alios*, Orezone Gold Corporation (the “**Corporation**”) as issuer and Beedie Investments Ltd., as holder. Unless otherwise defined herein, capitalized terms used in this Certificate have the meanings ascribed thereto in the Debenture.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the _____ of the Corporation and I am authorized to deliver this Certificate on behalf of the Corporation;
2. I have reviewed the terms of the Debenture and I have made, or have caused to be made under my supervision, a detailed review of the compliance of the Corporation, the other Loan Parties and the Operating Company with the Debenture during the period end _____, 202_ (the “**Relevant Period**”);
3. the representations and warranties set out in each of paragraphs (a), (b), (c), (d), (f), (j), (k), (l) (excluding the last two sentences thereof), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v) and (aa) of Section 5.1 are true and accurate in all material respects (or, if applicable, specifying those that are not) on and as of the date of this Certificate;
4. the Loan Parties and the Operating Company are in compliance in all respects with the covenants in Sections 5.3 and 5.4;
5. as at the end of the Relevant Period, the Debt Service Coverage Ratio was ____:1.00; attached as Schedule I is a determination of such financial ratio as at the end of the Relevant Period, together with particulars of each of the definitions and elements included in the determination of such financial ratio;

as at the end of the Relevant Period, the Unencumbered Cash is _____;
6. as at the end of the Relevant Period, the total liquidity available to the Loan Parties and the Operating Company is _____ and such liquidity amount is sufficient liquidity required to complete the development of the Project in accordance with the Project Plan; and
7. attached hereto as Schedule II is an update with respect to the status of the construction and operation of the Project, with a comparison against the Project Plan and the projected milestones set out therein; and
8. no Default or Event of Default has occurred and is continuing

The foregoing certifications, together with the computations set forth in Schedule I and Schedule II hereto delivered with this Certificate in support hereof, are made and delivered this __ day of _____.

OREZONE GOLD CORPORATION

By: _____

Name: _____

Title: _____

SCHEDULE I

[attach Debt Service Coverage Ratio calculation]

SCHEDULE II

[attach Project Plan update and comparison]

EXHIBIT D

MONTHLY DETAILED COST REPORT

[Commercially sensitive information redacted]

EXHIBIT E

MONTHLY LEVEL 3 SCHEDULE

[Commercially sensitive information redacted]

EXHIBIT F

PROJECT MONTH END REPORT

[Commercially sensitive information redacted]

SCHEDULE 5.4(a)

Nil.

SCHEDULE 5.4(a)(1)

[Commercially sensitive information redacted]

SCHEDULE 5.4(b)

1. Lien against Orezone Gold Corporation in favour of RCAP Leasing Inc. registered in the BC Personal Property Registry on May 9, 2018 as base registration number 747064K for a period of 5 years with respect to collateral described as “ALL OFFICE, COPIER, PRINTER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS SN # XUW02162.”
2. Lien against Orezone Gold Corporation in favour of RCAP Leasing Inc. registered in the Ontario Personal Property Registry on May 9, 2018 as registration number 20180509 1438 8077 2818 and with file number 739191942 for a period of 5 years with respect to collateral described as “Equipment”, “Accounts”, “Other” and with a general collateral description “ALL OFFICE, PRINTER, COPIER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.”
3. Lien against Orezone Gold Corporation in favour of Canadian Imperial Bank of Commerce registered in the Ontario Personal Property Registry on July 11, 2018 as registration number 20180711 1042 1529 4805 and with file number 741484017 for a period of 10 years with respect to collateral described as “Accounts” and “Others”.